



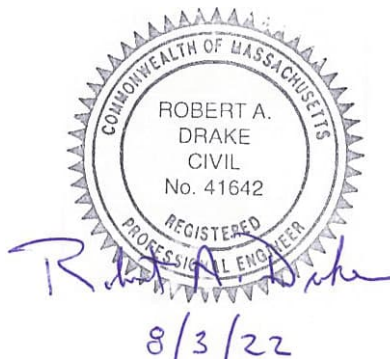
Town of Wareham, Massachusetts

Installation of Low-Pressure Sewer Force Main

Contract 2022-001

August 2022

**Bidding Requirements, Bond Forms, Contract Agreement,
Conditions of the Contract and Technical Specifications**



Professional Registration No.: 41642



BETA

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DIVISION 0

SECTION 00100

NOTICE TO BIDDERS
TOWN OF WAREHAM, MASSACHUSETTS
INSTALLATION OF LOW-PRESSURE SEWER FORCE MAIN
CONTRACT NO. 2022-001

The Town of Wareham, Massachusetts, acting through its Water Pollution Control Facility, invites sealed bids for "**Town of Wareham, Massachusetts, Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001**", in accordance with the Contract Documents prepared by BETA GROUP, INC., Consulting Engineers, 701 George Washington Highway, Lincoln, RI 02865.

Bids will be received at the office of the: **Wareham Water Pollution Control Facility
6 Tonys Lane
Wareham, MA 02571**

until **10:00 A.M.** local time on **Thursday August 18, 2022**, at which time and place, said Bids will be publicly opened and read aloud.

The location, general characteristics, and principal details of the Work are indicated in a set of Contract Documents, entitled "**Town of Wareham, Massachusetts, Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001**".

The work in this Contract includes, but is not limited to, the installation of approximately 4,500 linear feet of 1-1/4" thru 4" low-pressure sewer main, 13 manholes and 117 grinder pump stations in the Town of Wareham, MA.

Bids shall be on a Unit Price basis.

Bid Security: Certified, treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Total Bid is required.

Contract Documents may be examined and obtained on the Town of Wareham's website at <https://www.wareham.ma.us/bids-rfps> on **Wednesday August 3, 2022**.

A pre-bid conference advising bidders of bid conditions will be held at the Town of Wareham Water Pollution Control Facility on **Wednesday August 10, 2022 at 10:00 A.M.**

Direct all inquiries in writing to Guy Campinha, Director of Water Pollution Control Facility, Wareham, MA 02571, Phone #: (508) 295-6144, Fax #: (508) 291-0155, E-Mail Address: gcampinha@wareham.ma.us. The deadline for questions is **Friday, August 12, 2022, at 4:00 P.M.**

All Bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract as determined by the Department of Labor and Industries under provisions of the Massachusetts General Laws Chapter 149, Section 26-27D, inclusive, as amended.

No Bidder may withdraw his bid within Ninety (90) consecutive calendar days after the actual date of the opening thereof.

The successful Bidder must furnish 100 percent Performance and Labor and Materials Bonds.

The Owner, being considered the sole and only judge, reserves the right to waive any informalities in, or to reject, any or all bids, should the Owner deem it to be in the owner's best interest to do so.

Town of Wareham, Massachusetts,
Wareham Water Pollution Control Facility

SECTION 00200

INFORMATION FOR BIDDERS

- 1.01 Receipt and Opening of Bids
- 1.02 Location and Work to be Done
- 1.03 Contract Documents
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1.01 RECEIPT AND OPENING OF BIDS

- A. The Town of Wareham, Massachusetts, herein called the Owner, acting through its Water Pollution Control Facility, invites sealed bids for "**Town of Wareham, Massachusetts, Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001**" in accordance with the Contract Documents prepared by BETA Group, Inc., Consulting Engineers, 6 Blackstone Valley Place, Lincoln, RI 02865.

- B. Such Bids, submitted in sealed envelopes plainly marked in the upper left-hand corner with the Bidder's name and address, plainly marked in the lower left-hand corner with the date and time of opening, addressed to:

**Wareham Water Pollution Control Facility
6 Tonys Lane
Wareham, MA 02571
Attn: Guy Campinha, Director of Water Pollution Control**

Endorsed: **"Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001".**

Delivered by: **10:00 A.M. local time on Thursday August 18, 2022**

Location: 6 Tonys Lane, Wareham, MA 02571,

at which time and place, said Bids will be publicly opened and read aloud.

- C. The Owner may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all Bids. Conditional or qualified Bids will not be accepted. Any Bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

1.02 LOCATION AND WORK TO BE DONE

- A. The location, general characteristics, and principal details of the Work are indicated in a set of Contract Documents, entitled "**Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001**".
- B. Details and Schedules bound in the Appendices, and the Documents listed above are sometimes referred to herein as the "Drawings".
- C. Additional drawings showing details in accordance with which the Work is to be done will be furnished from time to time by the Engineer, if found necessary, and shall then become part of the Drawings.
- D. The Contractor shall furnish all labor, services, materials, equipment, plant machinery, apparatus, appliances, tools, supplies and all other things necessary to perform all work required for the completion of each item of the Work and as herein specified.

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

1.03 CONTRACT DOCUMENTS

- A. The Contract Documents, INFORMATION FOR BIDDERS, SPECIFICATIONS, and forms for BID, AGREEMENT, and BONDS, may be examined and obtained at the Town of Wareham's website at <https://www.wareham.ma.us/bids-rfps> on **Wednesday August 3, 2022**.
- B. The Contractor shall be responsible for retrieving and acknowledging all addenda that will be posted on the Town's website at <https://www.wareham.ma.us/bids-rfps>

1.04 PAYMENT FOR DRAWINGS AND DOCUMENTS

- A. NOT APPLICABLE

1.05 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS

- A. In general, no answer will be given to prospective bidders in reply to an oral question of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information given to bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner or the Engineer on account thereof.
- B. To receive consideration, such questions shall be submitted in writing, faxed, or e-mailed to the **Mr. Guy Campinha, Director of Water Pollution Control Facility, Wareham Water Pollution Control Facility, 6 Tonys Lane, Wareham, MA 02571, Telephone No. (508) 295-6144, Fax No. (508) 291-0155, E-Mail: gcampinha@wareham.ma.us on or before Friday August 12, 2022 at 4:00 P.M.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, the Town of Wareham will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.
- C. The Town of Wareham will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgement are appropriate or necessary and his decision regarding each. At least five

days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Contract Documents.

- D. The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

1.06 PRE-BID CONFERENCE

- A. A pre-bid conference advising bidders of bid conditions and Affirmative Action guidelines will be held on **Wednesday, August 12, 2022, at 10:00 A.M.**, local time at the **Water Pollution Control Facility, 6 Tonys Lane, Wareham, MA 02571.**

1.07 BIDDERS TO INVESTIGATE

- A. Bidders are required to submit their Bids upon the following express conditions, which shall apply to and be deemed a part of every Bid received, viz.:

Bidders must satisfy themselves by personal examination of the Work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work and difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

1.08 INFORMATION NOT GUARANTEED

- A. All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.
- B. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated in the Contract Documents.
- C. It is agreed further and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

1.09 CONDITIONS OF WORK

- A. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve the successful bidder of his obligation to furnish all materials and all labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his bid. Insofar as possible, the Contractor, in the carrying out of his work, shall employ such methods or means as will not cause any interruption of or interference with: the operation of the existing sewer; traffic; use of existing facilities and utilities; locations of existing utilities and structures affecting the work or other similar conditions at the site; character of equipment and facilities needed preliminary to and during prosecution of the work; requirements of owners and controlling authorities, having jurisdiction over the various lands, existing structures, facilities, and utilities; and all other conditions affecting the work to be done, and the labor and materials needed; and he shall make his bid in sole reliance thereon; and shall not, at any time after submission of a bid, assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

1.10 BLANK FORM FOR BID

- A. Each bid must be submitted on the prescribed form, accompanied by the Bid Security and any other requested information. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and numerical figures, and be signed by the bidder with his business address and place of residence. Where both written words and numerical figures are given, the written words shall apply in the event of conflict. All bids shall be prepared in conformity with, and based upon and submitted subject to, all requirements of the Specifications and Drawings, together with all addenda thereto.
- B. Bidders shall not remove and submit the Bid pages separate from the volume of Contract Documents, but shall submit their Bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled. All erasures or other changes in the Bid must be properly initialed by an authorized representative of the Bidder.

1.11 WITHDRAWAL OF BIDS

- A. Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Owner for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within Ninety (90) consecutive calendar days after the actual date of the opening of Bids.
- B. Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of Bids.
 2. Provided the Bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid.
- C. Unless a Bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notifies a bidder in writing that his Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

1.12 BID SECURITY

- A. Each bid must be accompanied by a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company and payable to the order of the Owner, or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety. The check or bid bond shall be in the sum of five (5) percent of the total bid and shall be enclosed in the sealed envelope containing the Bid.
- B. Each such check or bid bond may be held by the Owner as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Owner or if a bid bond was furnished, the bid bond shall become payable to the Owner, as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall become null and void.
- C. Bid checks will be returned to all except the three lowest bidders within five days, Sundays and legal holidays excluded, after the opening of Bids, and to the three lowest bidders within five days, Sunday and legal holidays excluded, after the Owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the Owner within 90 consecutive calendar days after the opening of Bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his Bid.
- D. Bid checks accompanying Bids, which are rejected, will be returned within five days, Sundays and legal holidays excluded, after rejection.
- E. None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any Bid, until the AGREEMENT has been executed by both the Owner and the accepted bidder.

1.13 INTERESTED PARTIES TO CONTRACT

- A. The undersigned declares; that the only person interested in this Bid as principals are named herein as such; that no official of the Owner and no person acting for or employed by the Owner is interested directly or indirectly in this Bid, or in any contract which may be made under it, or in any expected profits to arise therefrom; that this Bid is made in good faith, without fraud, collusion or connection with any other person bidding or refraining from bidding for the same work; that he has examined carefully the said instructions and all other documents bound herewith and the Contract Documents relating to the Contract covered by this Bid and hereby makes them part of this Bid; that he has informed himself fully in regard to all conditions pertaining to the work and place where it is to be done; and that he has made his own examination and carefully checked his estimates for cost and from them makes this Bid.

1.14 ABILITY AND EXPERIENCE OF BIDDER

- A. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The Engineer and the Owner may make such investigation as they deem necessary to determine the ability of the bidder to perform the work; and the bidder shall furnish to the Engineer and the Owner all such information and data for this purpose as the Engineer and the Owner may request.
- B. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein within the time stated. The Owner's decision or judgement on these matters shall be final, conclusive, and binding for all parties involved.
- C. Bidders shall have a minimum of 10 years of experience and shall have successfully completed projects of similar scope within the last 5 years. Contractor or subcontractors performing excavation work shall have a minimum of 10 years of experience in large utility construction projects for municipalities and demonstrate sufficient ability, experience and qualifications to perform the work, as determined by the Owner and Engineer.

1.15 BIDS

- A. The Owner reserves the right to waive any informalities in, or to reject any or all Bids which in its sole judgement are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alternative, or similar irregularities, or the Owner may waive such omissions, conditions, or irregularities as he may feel appropriate.

- B. Conditional bids will not be accepted. Bidder(s) will be disqualified if more than one proposal is received from an individual, firm, partnership, corporation or association, under the same or different names and such proposals will not be considered.
- C. The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so.

1.16 COMPARISON OF BIDS

- A. Bids will be compared on the basis of the experience and competence of the bidders and on the basis of the totals of the quantities listed in the proposal under the enumerated items at the unit prices or lump sums bid for these items. The Contract will be awarded to the lowest responsive, responsible and eligible bidder as determined by the Owner and/or its authorized representatives or agents. However, the Owner may reject any and all bids if it is in the public interest to do so.
- B. The term, "Lowest responsive, responsible and eligible bidder", shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the Work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- C. Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such items. The Owner reserves the right to reject, wholly, any bid on which an item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions for the Work are increased or decreased as provided in the Contract Documents.
- D. A bidder shall state the proposed price for the work by which the bids will be compared. This price is to cover all of the expenses incidental to the completion of the work in full conformity with the Contract, Specifications, and Drawings. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the lump-sum or unit prices written in words and numerical figures, the prices written in words shall govern. No bid will be accepted which does not contain a unit price or lump sum as indicated for each of the applicable items enumerated in the proposal form.

1.17 ITEMS AND INDETERMINATE ITEMS

- A. The Work to be done under this Contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item

may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the BID.

- B. The quantities listed in the bid (proposal) are approximate. The Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty in the quantities of the work involved which can not be predicted in advance. The work under certain items may be materially greater or less than those given in the Bid as may be necessary in the judgment of the Owner complete the work contemplated in the Contract. Attention is particularly called to the fact that the quantity of work to be done under some bid items may be largely dependent on subsurface ground conditions encountered and, therefore, the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.
- C. Certain items in the BID cover classes of work of doubtful necessity or work for which it is impractical to estimate approximate quantities. Such items have been marked "Indeterminate". Prices for certain of such items have been stipulated in advance by the Owner as stated in the BID.
- D. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

1.18 REDUCTION IN SCOPE OF WORK

- A. The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the Contract or at any time during the progress of the Work. The Owner further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

1.19 CONTRACT BONDS

- A. The Bidder whose Bid is accepted agrees to furnish the Contract Bonds in the forms which follow in Section 00600, titled CONTRACT BONDS, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Engineer, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

- B. Surety Companies executing the Contract Bonds must also appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts.

1.20 POWER OF ATTORNEY

- A. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

1.21 EXECUTION OF AGREEMENT

- A. The Bidder whose Bid is accepted will be required and agrees to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID after notification that the AGREEMENT is ready for signature.
- B. The Bidder whose Bid is accepted upon his failure or refusal to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID, shall forfeit to the Owner as liquidated damages for such failure or refusal, the surety deposited with his BID.

1.22 INSURANCE CERTIFICATES

- A. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for under that subsection of the AGREEMENT, titled "Insurance." The Contractor shall submit said certificates using the forms supplied by the Engineer under said subsection.

1.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The bidder must agree to commence work on or before the date specified in the written "NOTICE TO PROCEED" issued by the Owner, and/or Engineer acting on behalf of the Owner, and to fully complete the project within the time specified in Table A of the Agreement, after the date specified in the written "NOTICE TO PROCEED" as stipulated in Table A of the AGREEMENT. The bidder must further agree to pay as liquidated damages to the Owner, the sum as specified in Table A of the Agreement for each consecutive calendar day thereafter as hereafter provided in the AGREEMENT.

1.24 LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and rules and regulations or authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though herein written out in full.

1.25 WORK ON STATE, MUNICIPAL, AND PRIVATE PROPERTY

- A. Particular attention is hereby directed to the fact that portions of the Work included under this Contract will be done within the limits of properties that are State-owned, municipal-owned, or privately owned. The Contractor shall be responsible for coordinating the prosecution of the Work of this Contract with the property owner and for providing work in accordance with any additional requirements as specified herein.

1.26 DATUM OR LEVELS

- A. The figures given in the Contract and Specifications or upon the Drawings after the word elevation, shall mean the distance in feet above mean sea level, the base of the State of Massachusetts North American Vertical Datum (NAVD) Mean Sea Level Datum of 1988.

1.27 STATE SALES AND USE TAX

- A. Materials and equipment purchased for installation under this Contract are exempt from the Massachusetts Sales Tax. The Contractor shall file for exemption on behalf of the Owner with the Commonwealth of Massachusetts Department of Taxation as required by law. The exemption from the Sales Tax shall be taken into account by the Contractor during bidding.

1.28 MANUFACTURER'S EXPERIENCE

- A. Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period may be considered by the Owner and/or Engineer if the equipment supplier or manufacturer is willing to provide a sufficient bond or cash deposit as determined by the Owner and/or Engineer for the duration of the specified time period which will guarantee full replacement of that equipment in the event of failure at no additional cost to the Owner.

1.29 PROTECTION OF LIVES AND HEALTH

- A. The project is subject to all of the Safety and Health Regulations as promulgated by the United States Department of Labor (Title 29, Part 1926/1910 CFR, 1985 revisions); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as supplemented by the Department of Labor Regulations (Title 29 CFR Part 5); and OSHA 2207, 1983 revisions; and all subsequent amendments thereto. Contractors are urged to make themselves familiar with the requirements of these regulations.

1.30 NONDISCRIMINATION IN EMPLOYMENT

- A. Contracts for work under this bid (proposal) will obligate the Contractors and subcontractors not to discriminate in employment practices.

- B. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading; demotions, or transfers; recruitment or recruitment advertising, layoffs, or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and education activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf on the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each sub-contractor and upon sub-contracts for standard commercial supplies or raw materials.
- C. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Owner may require as consistent with Federal and State law. The Contractor agrees to comply with such rules, regulations, or guidelines as the State of Massachusetts may implement these requirements. The Contractor further warrants that he will comply with the President's Executive Order No. 11246 or any preceding similar Executive Order relating thereto.
- D. Bidders and Contractors must, if required, submit a compliance report (EPA Form 5720-4) concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- E. Successful bidders and Contractors must, if required, submit a list of all Subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools' practices or policies are in conformity with said Executive Order that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.
- F. The successful bidder will be required to comply with Equal Opportunity Requirements and to abide by the prevailing wage rates for Public Work Projects for all employees on the job. It is the responsibility of Bidders to inform themselves as to the local labor conditions, overtime compensation, health and welfare

contributions, labor supply and prospective changes or adjustment of wage rates. Information is available at the Department of Labor.

1.31 SEQUENCE OF OPERATIONS

- A. The Contractor must submit to the Engineer within fourteen (14) calendar days after execution of the Contractor Documents, a sequence of operations, giving detailed plans and schedules of his operation including any elements for by-pass pumping and/or flow diversion during the Work. Said sequence of operations shall be reviewed and must be approved by the Owner and Engineer prior to the start of the Work. The Owner reserves the right to limit or, if found necessary and/or required, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest to do so.
- B. The Contractor shall have no claim for additional compensation or damage on account of any such delays and/or required sequence of operations.
- C. The Contractor shall maintain uninterrupted utility services at all times, and plan his work accordingly.
- D. The Contractor shall coordinate his activities with any other contract and/or contractor to complete the Work as detailed on the Plans and Specifications.

END OF SECTION

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SECTION 00300

BID

To the Town of Wareham, Massachusetts, herein called the "Owner", for
"Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001".

The Undersigned, as a bidder herein referred to as singular and masculine, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein;
- (2) this BID is made without collusion with any other person, firm, or corporation;
- (3) no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- (4) he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- (5) he understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID;
- (6) and he understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer; and he agrees that, if this BID is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Department of Public Works, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full

compensation therefore the total dollar amount tabulated from the actual measured quantities of said work and each unit or lump sum price stated in this BID as hereinafter set forth.

(Note: All entries in the entire BID must be made clearly and in ink; price bid must be written in both words and figures.)

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
1A	125 lin. ft.	Install 1-1/4-inch HDPE low-pressure sewer pipe, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
1B	150 lin. ft.	Install 1-1/2-inch HDPE low-pressure sewer pipe, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
1C	1,750 lin. ft.	Install 2-inch HDPE low-pressure sewer pipe, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
1D	1,600 lin. ft.	Install 3-inch HDPE low-pressure sewer pipe, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
1E	825 lin. ft.	Install 4-inch HDPE low-pressure sewer pipe, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
1F	1,000 lin. ft.	Install 2-inch schedule 40 PVC sleeving pipe for low-pressure sewer services, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
1G	1,450 lin. ft.	Install schedule 40 PVC sleeving pipe for low-pressure sewer main, all diameters, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
2A	2 valve	Install 1-1/4-inch sewer gate valve, per valve, _____dollars and _____cents (\$ _____)	\$ _____
2B	2 valve	Install 1-1/2-inch sewer gate valve, per valve, _____dollars and _____cents (\$ _____)	\$ _____
2C	6 valve	Install 2-inch sewer gate valve, per valve, _____dollars and _____cents (\$ _____)	\$ _____
2D	6 valve	Install 3-inch sewer gate valve, per valve, _____dollars and _____cents (\$ _____)	\$ _____
2E	9 valve	Install 4-inch sewer gate valve, per valve, _____dollars and _____cents (\$ _____)	\$ _____
3A	5 manhole	Sewer main air release manhole, complete, per manhole, _____dollars and _____cents (\$ _____)	\$ _____

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
3B	8 manhole	Sewer main cleanout and flushing manhole, complete, per manhole, _____dollars and _____cents (\$ _____)	\$ _____
4A	120 stop	Sewer service corporation stop, per stop, _____dollars and _____cents (\$ _____)	\$ _____
4B	120 stop	Sewer service curb stop and check valve assembly, per stop, _____dollars and _____cents (\$ _____)	\$ _____
4C	1,550 lin. ft.	Sewer service HDPE pipe, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
5A	95 station	Simplex sewer grinder pump station, per pump station, _____dollars and _____cents (\$ _____)	\$ _____
5B	25 station	Duplex sewer grinder pump station, per pump station, _____dollars and _____cents (\$ _____)	\$ _____

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
5C	600 vert. foot	Sewer grinder pump station manhole wall & flat top, per vertical foot, _____dollars and _____cents (\$ _____)	\$ _____
5D	120 set	Sewer grinder pump station 36-inch diameter manhole frame & cover, per set, _____dollars and _____cents (\$ _____)	\$ _____
6A	140 lin. ft.	Install 1-1/2-inch polyethylene water service pipe, per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
6B	1 each	Install 1-1/2-inch corporation stop, each, _____dollars and _____cents (\$ _____)	\$ _____
6C	1 each	Install 1-1/2-inch curb stop, each, _____dollars and _____cents (\$ _____)	\$ _____
6D	1 each	Abandon existing water gate box, each, _____dollars and _____cents (\$ _____)	\$ _____

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
6E	1 each	Abandon existing water service, each, _____dollars and _____cents (\$ _____)	\$ _____
7	300* cu. yd.	Earth excavation and backfill for test pits, per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____
8	25* cu. yd.	Earth Excavation Below Normal Depth, per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____
9	25* cu. yd	Rock Excavation and Disposal, per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____
10	25* cu. yd.	Additional ¾-Inch Crushed Stone, per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____
11	25* cu. yd.	Additional Gravel Borrow, per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
12	25* cu. yd.	Additional concrete, as directed, per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____
13	25* cu. yd.	Additional control density fill, as directed, per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____
14A	550 cu. yd.	Processed aggregate base course (10-inch), per cubic yard, _____dollars and _____cents (\$ _____)	\$ _____
14B	6,000 lin. ft.	Temporary trench width bituminous pavement (4-inch), per linear foot, _____dollars and _____cents (\$ _____)	\$ _____
14C	750 sq. yd.	Gravel borrow for driveway aprons (8-inch), per square yard, _____dollars and _____cents (\$ _____)	\$ _____
14D	150 sq. yd.	Remove and replace existing concrete driveway aprons (6-inch), per square yard, _____dollars and _____cents (\$ _____)	\$ _____

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
14E	600 sq. yd.	Remove and replace existing bituminous concrete driveway aprons (3-inch), per square yard, _____ dollars and _____ cents (\$ _____)	\$ _____
15	600 lin. ft.	Staked straw wattles, per linear foot, _____ dollars and _____ cents (\$ _____)	\$ _____
16	20 each	Catch basin erosion control protection, per each, _____ dollars and _____ cents (\$ _____)	\$ _____
17	5* each	Install tree protection, all sizes, per tree, _____ dollars and _____ cents (\$ _____)	\$ _____
18	1 Allowance	Utility relocation, allowance, <u>Twenty Thousand</u> dollars and <u>Zero</u> cents (<u>\$ 20,000.00</u>)	\$ <u>20,000.00</u>
19A	1 L.S.	Management of soils/fill and suspect materials, lump sum _____ dollars and _____ cents (\$ _____)	\$ _____

<u>Item Number</u>	<u>Estimated Quantity</u>	<u>Brief Description: unit or lump-sum price bid in both words and figures.</u>	<u>Total in Figures</u>
19B	1 Allowance	Allowance for disposal of contaminated material, as directed, allowance <u>Ten Thousand</u> dollars and <u>Zero</u> cents (\$ 10,000.00)	\$ <u>10,000.00</u>
20	1 Allowance	Uniformed traffic officers, allowance, <u>Eighty Five Thousand</u> dollars and <u>Zero</u> cents (\$ 85,000.00)	\$ <u>85,000.00</u>
21	1 L.S.	Mobilization and demobilization, lump sum _____ dollars and _____ cents (\$ _____)	\$ _____
22A	N/A N/A	Price adjustment for liquid asphalt, (Base Price = \$800.00)	\$ <u>N/A</u>
22B	N/A N/A	Price adjustment for diesel fuel, (Base Price = \$4.988)	\$ <u>N/A</u>
22C	N/A N/A	Price adjustment for gasoline, (Base Price = \$4.265)	\$ <u>N/A</u>
22D	N/A N/A	Price adjustment for portland cement, (Base Price = \$182.35)	\$ <u>N/A</u>

*Indeterminate, quantity assumed for comparison of Bids.

TOTAL OF BID:

Total of BID in figures \$

Total of BID in words

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein as full payment for such extra work.

If the Bid is accepted by the OWNER, the undersigned agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by the Owner and complete the entire work provided to be done under this Contract within the time stipulated in Table "A" of the AGREEMENT. If this bid is accepted by the Owner, the undersigned, also agrees to comply with the provisions of Section 1.14 "Liquidated Damages" and Table A of the Agreement.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID, within 90 consecutive calendar days after the actual date of the opening of Bids, and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within fourteen (14) consecutive calendar days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to execute any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages, the Bid Security attached in the sum of

(5 percent of Total Bid)

_____ Dollars,

(\$ _____) which shall become the Owner's property for the delay and additional expense to the Owner caused thereby. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety. (Bidder must fill in this blank.)

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

(SEAL)

(Name of Bidder)

By _____
(Signature and title of authorized representative)

(Business address)

(City and State)

Date _____

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ - a partnership - an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address, if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

(Add supplementary page if necessary)

CERTIFICATE OF AUTHORIZATION
FOR
BIDDING REPRESENTATIVE

(Note: Bidder must complete for certification of authorized representative signing Bid.)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____,
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was voted that

_____ (Name of Authorized Representative) _____ (Title)

of this company shall be, and hereby is, authorized to execute bidding documents, contracts and bonds in the name and on behalf of said company, and to affix the corporate seal thereto, and such execution of any contract obligation in this company's name on its behalf of such

_____ under seal of the company shall be valid and binding upon this company.
(Title)

A true copy

ATTEST _____
(Clerk)

Place of Business _____

I hereby certify that I am the clerk of the _____
(Name of Corporation)

_____, that _____
(Name of Authorized Representative)

is the duly elected _____ of said company, and that the
(Title)

above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Corporate
Seal

(Clerk)

STATEMENT OF BIDDERS' QUALIFICATIONS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets.

- 1. Name of Bidder_____
- 2. Permanent Main Office Address_____
- 3. Official Mailing Address For This Contract_____
- 4. When Organized?_____
- 5. Where Incorporated, If a Corporation_____
- 6. Years Contracting under Present Name_____
- 7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- 8. List any work the firm has failed to complete, state where and why.

- 9. If you have ever defaulted on any contract, state where and why.

10. List full names and residences of all principals (i.e.: Officers, Directors, Partners, Owners) interested in this bid.

<u>Name</u>	<u>Residence</u>	<u>Title</u>	<u>Firm</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

11. State name(s) and qualifications of resident supervisor(s) for this project.

12. List major equipment available for this project and identify ownership or rental.

13. Will you furnish a detailed financial statement and other information, requested by the Owner?

14. List bank references for verifying financial ability of your company.

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____

15. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at _____ this _____ day of _____ 20__.

(Name of Bidder)

By: _____

(Title)

State of _____

County of _____

_____ being duly sworn in person, deposes and says

that he is _____ of _____,
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20__.

(SEAL)

(Notary Public)

(My Commission Expires)

STATEMENT OF PROPOSED SUBCONTRACTORS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work as bid upon, in accordance with the contract drawings and specifications. The Bidder must state the names and appurtenant information of all major subcontractors he proposed to use to complete the work as bid upon. Additional data may be submitted on separate attached sheets.

If subcontractors are not to be used to complete the Work and/or any portion thereof, as herein bid upon, the Bidder must acknowledge by writing "NONE" _____.

Description of Work _____

Approximate percentage of Total Bid _____

Proposed Subcontractor, Name _____

Address _____

Description of Work _____

Approximate percentage of Total Bid _____

Proposed Subcontractor, Name _____

Address _____

Description of Work _____

Approximate percentage of Total Bid _____

Proposed Subcontractor, Name _____

Address _____

Bidder to insert description of work, percentage of Total BID, and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Date _____

Bidder

(Name of Bidder)

By

(Signature)

(Title)

(Business Address)

(City and State)

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SECTION 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (Insert Name of Bidder)
_____, as Principal, and (Insert Name of Surety)
_____, as Surety, are hereby held
and firmly bound and obligated unto the **Town of Wareham, Massachusetts**, as Owner, in the
sum
of _____ Dollars (\$_____),
as liquidated damages for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the
Town of Wareham, Massachusetts a certain Bid attached hereto and hereby made a part
hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and/or
"Contract", for "**Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001**".

NOW THEREFORE,

- (a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract,

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

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time with which such BID may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, have duly executed this bond on the _____ day of _____, 20 _____.

(SEAL)

(Name of Principal) L.S.

BY: _____
(Signature)

(Title)

(Name of Surety (Seal)

BY: _____
(Signature and Title)

BY: _____
Attorney-In-Fact

Sealed and delivered in
the presence of:

IMPORTANT: Surety Companies executing BONDS must appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts and be authorized to transact business in the state where the PROJECT is located.

If the Bond is signed on behalf of the Surety by an Attorney-In-Fact, there should be attached, a duly certified copy of his power of attorney showing his authority to sign such Bond.

SECTION 00500

CONTRACT AGREEMENT
TOWN OF WAREHAM, MASSACHUSETTS
INSTALLATION OF LOW-PRESSURE SEWER FORCE MAIN
CONTRACT NO. 2022-001

THIS AGREEMENT, is executed this _____ day of _____ in the year Two Thousand and Twenty-Two (herein referred to as the "AGREEMENT") by and between the **Town of Wareham, Massachusetts**, party of the first part, and _____ (Name of Contractor) party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

- | | | | |
|------|---|------|--|
| 1.01 | Definitions | 1.29 | Abandonment of Work or Other Default |
| 1.02 | The Contract Documents | 1.30 | Prices for Work |
| 1.03 | Obligations and Liability of Contractor | 1.31 | Moneys May Be Retained |
| 1.04 | Authority of the Engineer | 1.32 | Formal Acceptance |
| 1.05 | Supervision of Work | 1.33 | Progress Estimates |
| 1.06 | Insurance | 1.34 | Partial Acceptance |
| 1.07 | Patents | 1.35 | Final Estimate and Payment |
| 1.08 | Compliance with Laws | 1.36 | Liens |
| 1.09 | Provisions Required by Law Deemed
Inserted | 1.37 | Claims |
| 1.10 | Permits | 1.38 | Application of Moneys Retained |
| 1.11 | Not to Sublet or Assign | 1.39 | No Waiver |
| 1.12 | Delay by Owner | 1.40 | Liability of Owner |
| 1.13 | Time for Completion | 1.41 | Guarantee |
| 1.14 | Liquidated Damages | 1.42 | Project Audit |
| 1.15 | Night, Saturday, Sunday and Holiday Work | 1.43 | Return of Drawings |
| 1.16 | Employ Competent Persons | 1.44 | Cleaning Up |
| 1.17 | Employ Sufficient Labor and Equipment | 1.45 | Legal Address of Contractor |
| 1.18 | Intoxicating Liquors and/or Drugs | 1.46 | Headings |
| 1.19 | Access to Work | 1.47 | Modification or Termination |
| 1.20 | Examination of Work | 1.48 | Direct Labor cost |
| 1.21 | Defective Work, Etc. | 1.49 | Massachusetts Tax Laws |
| 1.22 | Protection Against Water and Storm | 1.50 | Minority Business |
| 1.23 | Right to Materials | 1.51 | Termination for Convenience |
| 1.24 | Changes | 1.52 | Equal Employment Opportunity |
| 1.25 | Extra Work | 1.53 | Unlawful Conduct and Participation in
Boycott |
| 1.26 | Extension of Time on Account of Extra Work | | |
| 1.27 | Changes Not to Affect Bonds | | |
| 1.28 | Claims for Damages | | |

1.01 DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning indicated which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments prior to the opening of Bids which Clarify, correct or change the Bidding Requirements or Contract Documents.

AGREEMENT - the written contract between Owner and Contractor covering the Work to be performed.

"AS DIRECTED," "AS ORDERED," "AS REQUESTED," "AS REQUIRED," "AS PERMITTED," or words of like import are used, it shall be understood that the direction, order, request, requirement, or permission of the Engineer is intended.

"APPROVED," "ACCEPTABLE," "SUITABLE," "SATISFACTORY," and words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Engineer.

APPLICATION FOR PAYMENT - Form used by Contractor in requesting progress or final payments, format to be acceptable to the Engineer.

bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm or corporation submitting a bid for the work.

CHANGE ORDER - A document recommended by the Engineer, which is signed by the Contractor and Owner authorizing the addition, deletion or revision in the Work, or adjustment in the Contract Price or Contract Time, issued on or after the effective date of the Agreement.

CONTRACTOR - The person, firm or corporation with whom the Owner has entered into the Agreement.
Contract Bonds - Bid, Performance, and Labor and Materials Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

CONTRACT DOCUMENTS - The Agreement, Addenda, Bid, Post Bid documentation submitted prior to the Notice Award, The Notice to Proceed, Bonds, General Conditions, Supplementary Conditions, The Specifications, the Drawings, all written Amendments,

Change Orders, Field Orders, and Engineers written interpretations and clarifications.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.

CONSTRUCTION SUPERINTENDENT - That person designated by the Contractor to carry out the provisions of the Contract.

DATUM or LEVELS - The figures given in the Contract and Specifications or upon the Drawings after the word elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base of the State in which the Work is located and the United States Geodetic Survey (U.S.G.S.).

DRAWINGS - The part of the Contract Drawings which show the characteristics and Scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH - Wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as defined in this section.

ELEVATION - The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER - The person, firm or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives. (For this Contract, **BETA Group, Inc.**)

FIELD ORDER - A written order issued by the Engineer which orders minor changes in the Work which do not involve a change in the Contract Price or an extension of the Contract time.

GENERAL REQUIREMENTS - Sections of Division 1 of the Specifications.

"HEREIN," "HEREINAFTER," "HEREUNDER," and words of like import shall be deemed to refer to the Contract Documents.

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OWNER - The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

PROJECT or CONTRACT - The undertaking to be performed in the Contract Documents.

PROJECT REPRESENTATIVE - The authorized representative of the owner who is assigned to the project site or any part thereof.

ROCK - wherever used as the name of an excavated material to be excavated, shall mean only boulders and pieces of concrete and masonry exceeding 1 cu. yd. in volume, or igneous, sedimentary, metamorphic, and conglomerate rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken, or previously blasted rock or broken stone in rock fillings, or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "rock."

SHOP DRAWINGS - All drawings, diagrams, schedules and other data or information prepared for and submitted by the Contractor, to illustrate portions of the Work.

SPECIFICATIONS - The portions of the Contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

subcontractor - An individual, firm or corporation, approved by the Owner and Engineer having a direct contract with the Contractor or with any other Sub-Contractor for the performance of a part of the Work on the Project.

SUBSTANTIAL COMPLETION - Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or

designated portion thereof for which it was intended, as expressed in the Contract documents.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements the General Conditions.

supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

written notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.02 THE CONTRACT DOCUMENTS

A. The Contract Documents, as defined above, are sometimes herein referred to as the "Contract".

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

A. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest amended edition in effect at the time of receipt of the Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, the Contractor or the Designer, or any of their consultants, agents or employees from those set forth in the Contract

Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of the AGREEMENT.

1.03 OBLIGATIONS AND LIABILITY OF CONTRACTOR

A. The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor.

B. All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

C. The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

D. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

E. The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of

bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner, his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in the Work.

F. The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by and right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

G. The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

H. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

I. Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

J. If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

K. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

L. The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

M. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

1. The Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specification or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The Owner shall not be responsible for any such materials brought to the

site by the Contractor, Subcontractors, Suppliers or anyone else for whom the Contractor is responsible.

2. To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph shall obligate the Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

1.04 AUTHORITY OF THE ENGINEER

A. The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

B. The Engineer shall be the Owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract.

C. The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor requires that any such direction, instruction,

determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Owner and Engineer within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

1.05 SUPERVISION OF WORK

A. The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.

B. At all times, the Contractor shall have his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

C. Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and shall be received and obeyed by the designated foreman or any other person in charge of the particular work involved.

1.06 INSURANCE

A. Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the

types specified in paragraphs (1) to (10), inclusive, below, and to the limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies satisfactory to the Owner and Engineer.

B. Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

C. The **Town of Wareham**, Massachusetts (Owner) and the Engineer shall be named as an "additionally insured".

D. The following types of insurance shall be provided on all policies:

1. Workmen's Compensation and Employer's Liability Insurance.

2. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.

3. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.

4. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.

5. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.

6. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.

7. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

8. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth

paragraph of that subsection titled "Obligations and Liability of Contractor" of this AGREEMENT.

9. Owner's Protective Liability and Property Damage Insurance to protect the Owner and the Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the Owner and the Engineer as the named insured. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer.

10. Builders' Risk Insurance with an "All Risk" Installation Floater covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. The insurance shall be obtained from a company satisfactory to the Owner. The policy shall indicate Owner, the Contractor, all subcontractors, and the Engineer as the named insured with loss payable to the Owner as Trustee. The policy shall provide for a 30-day notice to the Owner of cancellation or restrictive amendment. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer. The insurance shall be obtained before the work is started and shall be maintained until the date of completion of the work as stated in the final estimate, or until the Owner occupies or otherwise take possession of the structure, whichever occurs first.

E. All policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

F. Certificates from the Contractor's insurance carriers stating the coverage provided, the limits of liability, and expiration dates shall be filed in triplicate with the Owner before operations are begun. Such certificates shall be on the form furnished by the Owner.

G. Certificates from the Contractor naming the **Town of Wareham**, Massachusetts and the Engineer as additionally insured must be received by the Owner prior to initiating the work.

H. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

I. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of

his responsibilities, obligations and liabilities under the Contract.

1.07 PATENTS

A. The Contractor's attention is directed to the following "Patent Indemnity Clause" illustrating the format and/or required wording therefore which shall be used by all manufacturers and/or suppliers, as deemed necessary by the Owner and Engineer, as an Indemnification and Hold Harmless Agreement.

B. This Agreement shall be accepted and approved in form by the Owner and Engineer prior to the approval and/or installation of the product.

PATENT INDEMNIFICATION

"In consideration for their purchase and use of the (Name of product and/or equipment) manufactured by (name of Manufacturer) and for other good and valuable consideration, (Name of Manufacturer) agrees to defend and hold harmless (Name of Contractor), BETA Group, Inc., and the (Name of Owner), and their employees and agents, from and against any liability, loss, cost, expense or damage including reasonable attorneys' and accountants' fees incurred by these entities in defending or prosecuting any claim for such liability, loss, cost, expense or damage resulting or arising out of a claim that the use of the above mentioned product and/or equipment delivered hereunder directly infringes any United States Patent, provided that (Name of Manufacturer) is given authority, information, and assistance for the defense of such suit, and (Name of Manufacturer) shall pay all damages and costs assessed against the above named entities for the use of such produce and/or equipment provided, however, that this indemnification shall not apply to equipment of (Name of Contractor) design, and provided further that if the use of such product and/or equipment is enjoined in any suit, (Name of Manufacturer) shall at its own expense and its option either procure for (name of Contractor) the right to continue the normal use of such produce and/or equipment, replace said product and/or equipment, modify said equipment or refund the purchase price thereof; and provided further that (Name of Manufacturer) indemnity as to use shall not apply to infringement resulting from the use of the produce and/or equipment delivered hereunder in combination with other items where use of the product and/or equipment per se does not constitute infringement."

1.08 COMPLIANCE WITH LAWS

A. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

1.09 PROVISIONS REQUIRED BY LAW
DEEMED INSERTED

A. 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.

1.10 PERMITS

A. The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give the notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

1.11 NOT TO SUBLET OR ASSIGN

A. The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall

keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

B. The Contractor shall not sublet or assign work to a subcontractor(s), for a total in excess of fifty (50) percent of the Contract Price, without prior written approval of the Owner and Engineer.

C. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions, and applicable State or Federal regulations, to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. The Contractor's attention is directed to the fact that nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

1.12 DELAY BY OWNER

A. The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

1.13 TIME FOR COMPLETION

A. The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated in Table A at the end of this section, except as otherwise expressly provided herein.

B. It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

C. If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other cause or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Owner in writing, with a copy to the Engineer, of the cause and particulars of the delay. Upon receipt of such notification, the Owner shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of equipment provided that the Contractor placed his order and submitted shop drawings for such equipment promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.) The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

D. The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

1.14 LIQUIDATED DAMAGES

A. In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum set forth in Table A at the end of this section for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or

to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

1.15 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

A. No work shall be done at night, on Saturday on Sunday or on a holiday except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

B. No work other than that included in (1) and (2) above shall be done at night except when (a) in the sole judgment of the Owner, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) in the sole judgment of the Owner and Engineer, adequate noise prevention measures are incorporated into the Work by the Contractor to minimize any noise impact within the work area and (d) the Owner has given written permission for such night work. The Contractor is responsible for obtaining all permits and approvals required.

1.16 EMPLOY COMPETENT PERSONS

A. The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by persons employed by the Contractor, any subcontractor, the Owner, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

1.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

A. If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

1.18 INTOXICATING LIQUORS AND/OR DRUGS

A. The Contractor shall not sell and shall neither permit nor suffer the introduction and/or use of intoxicating liquors and/or drugs upon or about the Work.

1.19 ACCESS TO WORK

A. The Owner, the Engineer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

1.20 EXAMINATION OF WORK

A. The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of furnished work by the Contractor.

B. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise borne by the Contractor.

C. Examination of inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

1.21 DEFECTIVE WORK, ETC.

A. Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Owner all

resulting costs, expenses, losses or damages suffered by the Owner.

B. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

1.22 PROTECTION AGAINST WATER AND STORM

A. The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

1.23 RIGHT TO MATERIALS

A. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

1.24 CHANGES

A. The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefor by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under the pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder,

or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "Extra Work"; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer.

B. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

C. The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

1.25 EXTRA WORK

A. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, whether (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the contractor and approved by the Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

B. The Contractor shall submit claim for any extra work within fourteen (14) calendar days of performing said extra work.

C. The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

D. At the request of the Engineer, the Contractor shall furnish itemized statements for the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

E. The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

F. The fair rental hourly rate for all machinery and equipment shall be based upon the most recent edition of "Rental Rate Blue Book" published by Equipment Watch or a similar publication approved by the Engineer. Hourly rental rates for machinery and equipment shall be developed by dividing the monthly Blue Book rates by 176 hours per month plus Estimated Hourly Operating Costs (FHWA rate). Rate Adjustment tables shall be utilized for equipment model year and region of operation. If said extra work requires the use of machinery or equipment not already on the site of the Work the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

G. The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

H. To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor may add 15 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

I. In the case of extra work done under (b) by a subcontractor the subcontractor shall compute, as above, his cost for the extra work, to which he may add 15 percent as in the case of the Contractor. The Contractor shall be allowed an additional 5 percent of the subcontractor's initial cost for the extra work prior to the 15 percent adjustment, to cover the costs of the Contractor's overhead use of capital, the premium on the Bonds as assessed upon the amount of this work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

J. If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each Extra Work Order.

1.26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

A. When extra work is ordered near the completion of the Contract or at any time during the progress of the Work which unavoidably increases the time for the completion of the Work, and extension of time shall be granted as hereinbefore provided.

1.27 CHANGES NOT TO AFFECT BONDS

A. It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner of time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

1.28 CLAIMS FOR DAMAGES

A. If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner a copy of the

statement, together with his recommendations for action by the Owner.

B. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the Article titled "Authority of the Engineer", including, but not limited to the filing of a written protest in the manner and within the time therein provided.

1.29 ABANDONMENT OF WORK OR OTHER DEFAULT

A. If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools,

supplies and such other items of every description that may be found or located at the site of the Work.

B. All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due of payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

1.30 PRICES FOR WORK

A. The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

1.31 MONEYS MAY BE RETAINED

A. The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder, in accordance with the States General Laws.

1.32 FORMAL ACCEPTANCE

A. This Agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when

accomplished by a writing specifically so stating and signed by the Owner.

1.33 PROGRESS ESTIMATES

A. Once a month, except as hereinafter provided, the Engineer shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The Owner shall retain a percentage of such estimated value, as set forth in Table A at the end of this section, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract.

B. Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule must be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

C. If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefor and if such materials and equipment are delivered and properly stored, protected and insured as determined by the Engineer, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Owner, transferring and assigning to the Owner full ownership and title to such materials or equipment.

D. The Owner shall pay monthly to the Contractor in accordance with General Laws Chapter 30, Section 39, as amended:

1. Within fifteen (15) days (twenty-four (24) days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner will make periodic payment to the Contractor for the work performed

during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Owner, less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39F and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within 65 days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of original contract price, or (b) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39 F, or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the Contractor has not paid subcontractors as provided in section 39 F. If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until payment delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on periodic estimate for final payment until 15 days (24 days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Owner if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest in accordance with the amount due each subcontractor.

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

3. Not later than the 65th day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

4. Each payment made by the Owner to the Contractor pursuant to subparagraphs (2) and (3) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the Owner has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs (2) and (3), the Owner shall act upon the demand as provided in this section.

5. If, within 70 days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the 70th day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra

labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.

6. Within 15 days after receipt of the demand by the Owner, but in no event prior to the 17th day after substantial completion of the subcontract work, the Owner shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (5). The Owner shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

7. The Owner shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (6) in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the Owner or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

8. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (7) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.

9. The Owner shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (7), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall

have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

10. If the subcontractor does not receive payment as provided in subparagraph (2) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (2), the subcontractor may demand direct payment by following the procedure in subparagraph (5) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (6), (7), (8), and (9).

11. "Subcontractor" as used in Section 1.34 shall mean a person who files a sub-bid and receives a subcontract as a result of that filed subbid or who is approved by the Owner in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor.

1.34 PARTIAL ACCEPTANCE

A. The Owner may, at any time in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which in his opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

B. Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Owner shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

C. Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the Owner and the Contractor.

D. The Owner shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the Owner will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

1.35 FINAL ESTIMATE AND PAYMENT

A. As soon as practicable (but not more than sixty-five (65) days after final completion of the Work), the Engineer shall make a final estimate in writing of the quantity of Work done under the Contract and the amount earned by the Contractor.

B. The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this subsection otherwise provided, such payment shall be made not later than fifteen (15) days after but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate.

C. All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment as determined by the Engineer.

D. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor under or by virtue of this Agreement; and upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of, this Agreement, except claims which are specifically exempted by the Contractor to be set forth herein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to be the parties to this Agreement, any payment, including final payment under, this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this Agreement or applicable Performance and Labor and Materials Bonds.

1.36 LIENS

A. If at any time any notices of lien are filed and labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

1.37 CLAIMS

A. If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgement, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

1.38 APPLICATION OF MONEYS RETAINED

A. The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgements and awards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

1.39 NO WAIVER

A. Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or

herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

1.40 LIABILITY OF OWNER

A. No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of an agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

1.41 GUARANTEE

A. The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

1.42 PROJECT AUDIT

A. The Owner, the Engineer, and the Contractor shall maintain books, records, documents, and other evidence directly related to the performance on all work receiving funding under the executed Financial Assistance Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices. The Owner, the Engineer, and the Contractor shall also maintain the financial information and data used by the Engineer and Contractor in the preparation or support of project invoices and associated progress reports.

1.43 RETURN OF DRAWINGS

A. All Drawings furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

1.44 CLEANING UP

A. The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the Work and the site clean and ready for use.

1.45 LEGAL ADDRESS OF CONTRACTOR

A. The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered.

The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be charged at any time by an instrument in writing, executed and acknowledged by the Contractor delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

1.46 HEADINGS

A. The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

1.47 MODIFICATION OR TERMINATION

A. Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

1.48 DIRECT LABOR COST

A. Direct labor cost percentage for change orders shall be ____ percent. (Direct labor cost percent shall be established following award and prior to execution of the Contract).

1.49 MASSACHUSETTS TAX LAWS

A. The Contractor shall provide a statement that indicates compliance with all the requirements of Massachusetts General Law Chapter 233.

1.50 MINORITY BUSINESS

N/A

1.51 TERMINATION FOR CONVENIENCE

A. This Agreement may be terminated by the Owner upon not less than seven days' written notice for the Owner's convenience. In the case of termination for convenience, the Owner shall be responsible for

amounts due the Contractor for work performed through the date of termination, provided that the Contractor shall submit a request for payment in accordance with the provisions hereof. The Contractor shall have no other claim for payments due with respect to such termination including any claim for lost profits with respect to the balance of the project.

1.52 EQUAL EMPLOYMENT OPPORTUNITY, ANTIDISCRIMINATION AND AFFIRMATIVE ACTION

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

1.53 UNLAWFUL CONDUCT AND PARTICIPATION IN BOYCOTT

A. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

In witness whereof, the parties to this AGREEMENT have hereunto set their hands and seals, and have executed, or caused to be executed by their duly authorized officials, the AGREEMENT in Five (5) copies, each of which shall be deemed an original, as of the day and year first above-written.

OWNER: Town of Wareham
(Owner – Party of the First Part)

By _____
Derek Sullivan
Town Administrator

Contractor:
(Contractor – Party of the Second Part) (SEAL)

By _____

Contractor Name: _____

Name

Title

Address

Telephone

Approved as to Form:

Certified in accordance with
Chapter 44, Section 31C and
based upon Engineering estimates

Richard Bowen
Town Counsel

Judith Lauzon
Town Accountant

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION
For AGREEMENT

State of _____)
_____) ss
County _____)

on this _____ day of _____, 20 _____, before me personally

came _____ to me known, who being me duly

sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires _____

CERTIFICATE OF OWNER'S LEGAL COUNSEL

I, the undersigned, _____ the duly authorized and acting legal representative of the _____, acting herein through its _____, do hereby certify as follows:

I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

By: _____
(Signature)

Date: _____

(Name)

(Title)

(Address)

(City, State, Postal code)

TABLE A

Agreement subsection reference	Item	Minimum limits
1.06	Workman's Compensation and Employer's Liability Insurance	As required by the law of the Commonwealth of Massachusetts
1.06	Public Liability including Contractor's Protective, Completed Operations and Contractual Liability	<p>Bodily Injury</p> <hr/> <p>\$1,000,000 each occurrence \$3,000,000 aggregate</p> <p>Property Damage Including C.U.* Coverage</p> <hr/> <p>\$1,000,000 each occurrence \$3,000,000 aggregate</p> <hr/> <p>Blasting and explosion coverage shall be obtained if there is a need for blasting under the contract.</p>
1.06	Personal Injury Insurance	\$3,000,000 aggregate
1.06	Automobile Liability including coverage for owned, hired or borrowed vehicles	<p>Bodily Injury</p> <hr/> <p>\$1,000,000 each person \$3,000,000 each occurrence</p> <p>Property Damage</p> <hr/> <p>\$1,000,000 each occurrence</p>

1.06	Owner's Protective Liability & Property Damage	Bodily Injury <hr/> \$1,000,000 each occurrence \$3,000,000 aggregate Property Damage <hr/> \$1,000,000 each occurrence \$3,000,000 aggregate
1.06	Builder's Risk Insurance	Total insurable value of all structures, materials, and equipment to be built and installed.
1.13	a) Time of Completion - Total Contract	Within 140 consecutive calendar days after the date specified in the Notice to Proceed
1.14	Liquidated Damages for each consecutive calendar day of delay in completion time	\$1,000.00
1.33	Percentage of Progress Estimates to be Retained The retainage to be paid the Contractor in accordance with M.G.L. Ch. 30 Sec. 39G.	5%
1.33	Amount of Minimum Progress Estimates	\$10,000

INSURANCE CERTIFICATE

SHEET 1 OF 2

Issued to

The Town of Wareham, Massachusetts

This is to certify that this Company, _____, (Name of Insurance Company) has enforced the following policies covering all work and operations of _____ (Name of Contractor), as the designate Contractor under a Contract with the **Town of Wareham, Massachusetts**, as the designated Owner, dated _____ **INSTALLATION OF LOW-PRESSURE SEWER FORCE MAIN, CONTRACT NO. 2022-001.**

POLICY NUMBER

EFFECTIVE AND

KINDS OF INSURANCE

LIMITS

EXPIRATION DATE

Workmen's Compensation and Employers Liability and Harbor Workers Coverage *

Number: _____
Effective: _____
Expires: _____

Public Liability including Contractor's Protective Personal Injury, Completed Operations, and Contractual Liability**

Bodily Injury \$ _____ each occurrence
\$ _____ aggregate
Property Damage including C.U. \$ _____ each occurrence

Number: _____
Effective: _____
Expires: _____

***Note:
Explosion Collapse and underground coverage is provided

Coverage***\$ _____ aggregate
Personal Injury \$ _____ aggregate

* Longshoremen's and Harbor Workers' Coverage may be deleted if not required by contract.

** Contractual Liability covers the liability assumed by the Contractor under the subsection entitled "Obligations and Liability of Contractor" of the AGREEMENT, as required by subsection entitled "Insurance" of the agreement.

*** Blasting coverage is not required.

INSURANCE CERTIFICATE

SHEET 2 OF 2

Issued to

The Town of Wareham, Massachusetts

Contract Reference: **TOWN OF WAREHAM MASSACHUSETTS,
INSTALLATION OF LOW-PRESSURE SEWER FORCE MAIN,
CONTRACT NO. 2022-001**

POLICY NUMBER

EFFECTIVE AND

KINDS OF INSURANCE

LIMITS

EXPIRATION DATE

Automobile Liability including Coverage for hired or borrowed vehicles	Bodily Injury	\$ _____ each person \$ _____ each occurrence	Number: _____ Effective: _____ Expires: _____
	Property Damage	\$ _____ each occurrence	

Owner's Protective Liability and Property Damage	Bodily Injury	\$ _____ each occurrence \$ _____ aggregate	Number: _____ Effective: _____
	Property Damage	\$ _____ each occurrence \$ _____ aggregate	

Note: A copy of the Owner's Protective Policy for the Owner is to be furnished with the completed certificates.

Town of Wareham, Massachusetts, and BETA Group, Inc., to be named as additional insured as applicable.

It is agreed that thirty (30) days notice of cancellation or restrictive amendment of said policies shall be mailed to Owner.

INSURANCE COMPANY

INSURANCE AGENCY

BY: _____
AUTHORIZED AGENT OR OFFICER

DATE: _____

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SECTION 00600

CONTRACT BONDS

PERFORMANCE BOND

(NOTE: This Bond is issued simultaneously with the attached Labor and Materials Bond in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Principal, and _____, a corporation duly organized under the Laws of the State (or Commonwealth) of _____,

and duly authorized to do business in the Commonwealth of Massachusetts ,

and having a usual place of business at _____ as Surety, are holden and stand firmly bound and obligated unto **Town of Wareham, Massachusetts**, as obligee, in the sum of

_____ lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, be means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____, has entered into a contract with the said obligee for **Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001** in the **Town of Wareham, Massachusetts**, a copy of which agreement is attached hereto and by references made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be

void; otherwise it shall remain in full force and effect.

Whenever the said Principal shall be, and declared by the Owner to be, in default under the said Contract, the Owner having performed the Owner's obligations thereunder Surety, for value received, shall promptly remedy the default, or, at the option of the Owner, shall promptly.

- (a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or
- (b) Obtain a bid or bids for submission to and the approval of the Owner for completing the said AGREEMENT and/or Contract and any modifications thereof in accordance with the terms and conditions thereof, and upon determination by the Owner and the Surety of the lowest responsible and acceptable bidder, arrange for a contract between such bidder and the Owner, and make available to the Owner as the work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less a sum that shall be equal to the difference between the Contract price as fixed and provided in said AGREEMENT and/or Contract or any modifications thereof to be paid thereunder to the Principal and the amount previously paid by the Owner to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way effect the Surety's obligations on this bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

No right of action shall accrue on this Bond to or for the use of any persons other than the Owner named herein or the heirs, executors, administrators, successors and assigns of the Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
_____ counterparts of this bond, this _____ day of _____,
in the year Two Thousand and _____.

Principal (SEAL)

Principal (SEAL)

Principal (SEAL)

Surety (SEAL)

Surety (SEAL)

NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

Important

Surety Companies executing BONDS must appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Performance Bond is Directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

LABOR AND MATERIALS BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bonds in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

having a usual place of business at _____,

as Principal, and _____ a corporation duly organized

under the Laws of the State (or Commonwealth) of _____,

and duly authorized to do business in the Commonwealth of Massachusetts,

and having a usual place of business at _____,

as Surety, are holden and stand firmly bound and obligated unto the **Town of Wareham, Massachusetts**, as obligee, in the sum of

_____ lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, be means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____, has entered into a contract with the said obligee for **Installation of Low-Pressure Sewer Force Main, Contract No. 2022-001** in the **Town of Wareham, Massachusetts**, a copy of which agreement is attached hereto and by references made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such, that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used in or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.
- (b) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (c) No suit or action shall be commenced hereunder by any claimant.

Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the said Work is located, save that such service need not be made by a public officer;

After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the State in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.

- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
_____ counterparts of this bond, this _____ day of _____,
in the year Two Thousand and _____.

Principal (SEAL)

Principal (SEAL)

Principal (SEAL)

Surety (SEAL)

Surety (SEAL)

NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an approximate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

Important

Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Labor and Materials Bond is directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION
For CONTRACT BONDS

State of _____)

) ss:

County of _____)

On this _____ day of _____, 20_____, before
me personally came _____ to me known, who being by me duly
sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires _____

STATE TAX CERTIFICATE

Pursuant to M.G.L., Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number *
Or Federal Identification Number *

Signature of Individual or
Corporate Name

by: _____
Corporate Office (if applicable)

* Submission of a Social Security Number or a Federal Identification Number is voluntary.

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SECTION 00700

GENERAL CONDITIONS

- 1.01 General Provisions
- 1.02 Definitions
- 1.03 Materials and Equipment
 - A. General
 - B. Handling
 - C. Storage of Excavated Material
 - D. Inspection
 - E. Inspection Away from Site
 - F. Samples
 - G. Shop testing
- 1.04 Contractor's Shop and Working Drawings
- 1.05 Occupying Private Land
- 1.06 Interference with and Protection of Streets
- 1.07 Safety
- 1.08 Existing Facilities
 - A. Dimensions of Existing Structures
 - B. Proposed Pipe Location
 - C. Interference with Existing Works
 - D. Existing Utilities or Connections
 - E. Failure to Repair
 - F. Disturbance of Bounds
- 1.09 Work to Conform
- 1.10 Planning and Progress Schedules
- 1.11 Precautions During Adverse Weather
- 1.12 Temporary Heat
- 1.13 Electrical Energy
- 1.14 Certificates of Conformance
- 1.15 Patents
- 1.16 "Or Equal" Clause
- 1.17 Additional or Substitute Bonds
- 1.18 Separate Contracts
- 1.19 Payrolls of Contractor and Subcontractors
- 1.20 Payments by Contractor
- 1.21 "Dig Safe" Law
- 1.22 Fire Prevention and Protection
- 1.23 Dust Control
- 1.24 Disposal of Debris
- 1.25 Night, Saturday, Sunday and Holiday Work
- 1.26 Length of Work Day
- 1.27 Hurricane Protection
- 1.28 Reduction in Scope of Work

1.01 GENERAL PROVISIONS

A. The duties and obligations imposed by these General Conditions 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.

B. Sections of Division 1, General Requirements govern the execution of the Work of all sections of the specifications.

C. The Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor, unless stated otherwise.

1.02 DEFINITIONS

A. Wherever the words as listed in subsection 1.01 of the AGREEMENT or pronouns used in their stead occur in the Contract Documents, they shall have the meanings as given in the AGREEMENT.

1.03 MATERIALS AND EQUIPMENT

A. General

1. Unless otherwise provided in the Contract Documents, only new materials and equipment shall be incorporated in the Work.

2. As soon as possible after execution of the AGREEMENT, submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment proposed to be incorporated into the Work.

3. When shop and working drawings are required as specified below, submit, prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications.

4. Submit data relating to the materials and equipment proposed to be incorporated into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

B. Handling

1. Handle, haul, and distribute materials and all surplus materials on the different portions of the Work, required to complete the Work in accordance with the Contract Documents.

2. Provide suitable storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished under this Contract, until the final completion and acceptance of the Work.

3. Pay all storage and demurrage charges by transportation companies and vendors.

C. Storage of Excavated Material

1. Place excavated materials and equipment to be incorporated in the Work so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work.

2. Materials shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

D. Inspection

1. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer.

2. No material shall be processed or fabricated for the Work or delivered to the work site without prior concurrence of the Engineer.

3. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor.

4. Defective materials and equipment shall be removed immediately from the site of the Work.

E. Inspection away from Site

1. If work to be done, away from the construction site, is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time, as determined solely by the Engineer, so that the necessary arrangements for the inspection can be made.

F. Samples

1. Submit samples of materials for tests, as the Engineer deems necessary to demonstrate conformance with the Specifications. Such samples,

including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed by the Engineer.

2. Furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the Owner shall make arrangements for, and pay for, the tests.

3. Pack samples so as to reach their destination in good condition, and label to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, notify the Engineer by letter that the samples have been shipped and properly describe the samples in the letter. Send letter of notification separate from the samples.

4. Submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences for failure to do so shall be the Contractor's sole responsibility.

5. In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., provide such samples of workmanship of wall, floor, finish, etc., as may be required.

6. After review of the samples, data, etc. the materials and equipment used for the Work shall in all respects conform therewith.

G. Shop Testing

1. When required, furnish to the Engineer in triplicate, sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

1.04 CONTRACTOR'S SHOP AND WORKING DRAWINGS

A. Submit shop drawings to the Engineer for review and approval.

B. All submittals will be identified as the Engineer may require and in the number of copies also as required by the Engineer.

C. The data shown on the Shop Drawings will be complete regarding quantities, dimensions, specified performance and design criteria, materials and other

data as particular to the Work that the Contractor proposes to provide.

1.05 OCCUPYING PRIVATE LAND

A. Entering or occupying with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner (except after written consent from the proper parties) will not be permitted. A copy of the written consent shall be given to the Engineer.

1.06 INTERFERENCE WITH AND PROTECTION OF STREETS

A. Obtain permits from the governing authorities prior to obstructing any portion of a street, road, or private way. If any street, road or private way is rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as ordered by the governing authorities.

B. Maintain streets, roads, private ways, and walks not closed in a passable and safe condition,

C. Provide at least 24 hours in advance, notice to the Owner, Police, Fire and School Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. Cooperate with all Departments in the establishment of alternate routes and provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

1.07 SAFETY

A. Take all precautions and provide safeguards to prevent personal injury and property damage. Provide protection for all persons including but not limited to employees and employees of other contractors and subcontractors; members of the public; and employees, agents and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. Provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

B. Provide and maintain all safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment.

C. Comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

D. Designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

1.08 EXISTING FACILITIES

A. Dimensions of Existing Structures

1. Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

B. Proposed Pipe Location

1. Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him for laying and jointing different or additional items where required.

2. Small interior piping is indicated diagrammatically on the Drawings, and the exact location is to be determined in the field. Piping shall be arranged in a neat, compact, and workmanlike manner, with a minimum of crossing and interlacing, so as not to interfere with equipment or access way, and, in general, without diagonal runs.

C. Interference with Existing Works

1. Conduct operations so as to interfere as little as possible with existing works. Develop a program, in cooperation with the Engineer and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the

operation of the existing facilities for the shortest time when the demands on the facilities best permit such interference, even though it may be necessary to work outside of normal working hours to meet these requirements. Electrical connections should be coordinated with the Owner so as to minimize disruption of normal plant operations. Before starting work which will interfere with the operation of existing facilities, perform preparatory work and see that all tools, materials and equipment are made ready and at hand.

2. Repair utilities damaged by the Contractors operations during the progress of the work, and be responsible for correcting all damages to existing utilities and structures at no additional expense to the Owner. Contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the work but the entire responsibility and expense shall be with the Contractor.

3. Make such minor modifications in the work relating to existing structures as may be necessary, without additional compensation.

4. Submit no claim for additional compensation by reason of delay or inconvenience in adapting his operations to the need for continuous flow of sewage.

D. Existing Utilities or Connections

1. The location of existing underground pipes, conduits, and structures, as shown, has been collected from the best available sources. The Owner, together with its agents, does not imply nor guarantee the data and information in connection with underground pipes, conduits, structures and such other parts as to their completeness, nor their locations as indicated. The Contractor shall assume that there are existing water, sewer, gas and other utility connections to each and every building enroute, whether they appear on the drawings or not. An expense and/or delay occasioned by utilities and structures, or damage thereof, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

2. Above ground utilities may be present in the areas of the proposed Work. Take all necessary actions and/or precautions, including, but not limited to, utility company notification and necessary relocations (both temporary and permanent), to insure proper protection of those aboveground utilities and appurtenances to be affected by his operations. All costs associated with the aboveground utilities shall be paid by the Contractor at no additional expense to the Owner.

3. If and when encountered, existing utilities shall be properly supported and protected during the construction work and the Engineer shall be notified accordingly. The operation of existing utilities shall not be interrupted except with written permission of the operator and owner of such utilities. Allow ample time for all measures as may be required for the continuance of existing utility operations. Take extreme precautions to minimize disruption of utilities. Make prompt and full restitution for repairs by others for all disruptions caused by operations required to perform the Work.

4. Comply with all requirements of utility organizations involved.

E. Failure to Repair

1. Any emergency arising from the interruption of electric, telephone, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

2. If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner, may at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

F. Disturbance of Bounds

1. Replace all bounds disturbed during the construction operation, at no additional cost to the Owner. The bounds shall be relocated by a land surveyor approved by the Engineer and registered in the State that the Work is to be done.

1.09 WORK TO CONFORM

A. During its progress and on its completion, the Work shall conform to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in strict accordance with the Contract Documents and the directions given from time to time by the Engineer.

B. All work done without instructions having been given therefore by the Engineer, without proper lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

1.10 PLANNING AND PROGRESS SCHEDULES

A. Before starting the Work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the Work and the various steps he intends to take.

B. Within 14 calendar days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer (a) a written schedule fixing the dates on which additional drawings, if any, will be needed by the Contractor and (b) a written schedule fixing the respective dates for the start and completion of various parts of the Work. Each such schedule shall be subject to review from time to time during the progress of the Work.

1.11 PRECAUTIONS DURING ADVERSE WEATHER

A. During adverse weather and against the possibility thereof, take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required by the manufacturer of the material or equipment to be installed, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other suitable means.

B. During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by suitable means that will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will be warm throughout when used.

1.12 TEMPORARY HEAT

A. If temporary heat is required for the protection of the Work, provide and install suitable heating apparatus, provide adequate and proper fuel, and shall maintain heat as required.

B. Temporary heating apparatus shall be installed and operated in such manner that finished work will not be damaged.

1.13 ELECTRICAL ENERGY

A. Make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the Work and during its entire progress. Provide and pay for all temporary wiring, switches, connections, and meters.

B. Provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

1.14 CERTIFICATES OF CONFORMANCE

A. Furnish to the Engineer, in the manner as directed and prior to actual installation, notarized certificates of conformance for all materials to be furnished under this Contract. The notarized certificates of conformance shall state that the material to be furnished meets or exceeds all requirements specified under the Contract Documents. When so directed, the manufacturer's notarized certificates of conformance, certifying that the materials meet the requirements specified shall accompany each shipment of material. Unless otherwise specifically specified and/or directed by the Engineer, all testing of materials required under this Contract shall be provided by the Contractor at no additional expense to the Owner.

1.15 PATENTS

A. Pay, at no additional expense to the Owner, all applicable royalties and license fees associated with the materials and construction methods to be used under this Contract. Defend all suits or claims for infringements of any patent rights, and save the Owner and Engineer harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer (s) is specifically specified with no option to the Contractor. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

B. Refer to Specification Section 00500, 1.07, Patents, regarding the Contractor's responsibilities for any patent rights associated with the materials and construction methods to be used under this Contract.

1.16 "OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately, in the Engineer's sole judgment and/or opinion, the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance. It shall not be purchased or installed without his written approval. In all cases new material shall be used in the project.

B. If more than one brand, name of material, device, or piece of equipment is shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the OWNER and/or ENGINEER, is the recognized equal of that specified (considering quality, workmanship, and economy of operation), and is suitable for the purpose intended, may be accepted.

C. ENGINEER will be allowed a reasonable time within which to evaluate submittals for Substitute Items. ENGINEER will be the sole judge of acceptability. No "Or Equal" or Substitute Item will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR and in making changes to the Contract Documents. Whether or not ENGINEER accepts a Substitute Item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed Substitute Item.

1.17 ADDITIONAL OR SUBSTITUTE BONDS

A. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties than upon the performance or payment bonds, the Contractor shall, within five (5) calendar days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may

be acceptable to the Owner. The Contractor shall pay the premiums on such bonds with no additional expense to the Owner. No further payments shall be deemed due nor will be made until the new Surety or Sureties shall have furnished such as acceptable bond to the Owner.

1.18 SEPARATE CONTRACTS

A. The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of this project or contiguous projects of the Owner. The Contractor, therefore, will afford any such other contractors reasonable opportunity for the introductions and storage of their materials and the execution of their work, will properly connect and coordinate his work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

B. Coordinate operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

C. It is essential that all parties interested in the project cooperate to the end that the entire project will be brought to a successful conclusion as rapidly as possible, but the Owner cannot guarantee that no interference or delay will be caused thereby. Interference and delay resulting from such cooperation shall not be basis of claims against the Owner.

1.19 PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

A. The Contractor and each of his Subcontractors shall prepare his payrolls on forms prescribed and in accordance with instructions to be furnished by the Owner. Within seven (7) days after the regular payment date of the payroll, the Contractor shall deliver to the Owner, with copies to the Engineer, a certified legible copy or copies of each such payroll. Each such payroll shall contain the statement required by the Federal Regulations issued pursuant to the "Anti-Kickback Statute", (48 Stat. 948; 18 U.S.C. 874; 40 U.S.C. 276C).

B. Carrying any person on his payrolls not employed by him will not be permitted. Carrying employees of a subcontractor on his payrolls will not be permitted, but such employees must be carried on the payrolls of the employing subcontractor.

C. Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three (3) years from the date of completion of the Contract. The payroll records shall set out accurately and completely the name, occupational classification, and hourly wage rate of each employee, hours worked by him during the payroll period and full weekly wages earned by him, and deductions made from such weekly wages and the actual weekly wages paid to him. Such payroll records shall be made available at all times for inspection by the Owner or his authorized representatives, the Engineer or by agents of the United States Department of Labor.

1.20 PAYMENTS BY CONTRACTOR

A. Pay for all traffic control, safety, transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered. Reimbursable costs for services rendered, as specified in the Contract Documents, shall not be incorporated into partial payment estimates until such time that the Contractor submits to the Engineer actual paid invoices from those in which services were rendered.

1.21 "DIG SAFE" LAW

A. Before proceeding with construction operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention Systems (DIG SAFE at 1-888-344-7233), and shall make such supplemental investigations, including exploratory excavations, by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures, and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than that shown on the drawings, or which were made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

1.22 FIRE PREVENTION AND PROTECTION

A. State and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

B. Provide fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, for the protection of the

contract work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

1.23 DUST CONTROL

A. Exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. Pavements adjoining pipe trench shall be kept clean of excess materials wherever and whenever directed by the Engineer. Repeated daily dust control treatment shall be provided to satisfactorily prevent the spread of dust until permanent pavement repairs are made and until earth stockpiles have been removed, and all construction operations that might cause dust have been completed. No extra payment will be made for dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the Bid.

1.24 DISPOSAL OF DEBRIS

A. The materials from the demolition, and those used in the construction of the Work throughout the project, shall be deposited in such a manner so as to not endanger persons or the Work, and so that free access may be had at any time to all hydrants, gates and existing equipment in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public travel and plant operations. All excavated materials not approved for backfill and fill, all surplus material, and all rock and boulders resulting from the excavations, shall be removed and satisfactorily disposed of off the site by the Contractor, at no additional expense to the Owner.

B. The materials being removed from the pipelines and manholes during the cleaning process shall be deposited in such a manner as to not endanger the public, plant personnel or persons performing the work. Such debris deposits may be of such nature, high in biological organic contents, or chemically aggressive that they will require proper disposal in a safe, health risk free, environment. Contact the Owner and Engineer and all agencies having jurisdiction thereof, for approval of debris disposal methods and locations of disposal, prior to disposing of any or all debris removed from pipe cleaning

methods. All debris shall be removed and satisfactorily disposed of off the work site, at no additional expense to the Owner.

1.25 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

A. No work shall be done at night or on Saturdays, or Sundays or holidays without the prior written approval of the Owner and Engineer.

1.26 LENGTH OF WORK DAY

A. The Owner retains the right to restrict the Contractor to an eight-hour workday. Such restrictions shall not be the basis for damages or claims against the Owner.

B. The Contractor's attentions is also directed to the fact that should it be deemed necessary to perform various items of work during off-peak flow or traffic hours, early morning or late night hours, then he shall notify the Engineer a minimum of 24 hours in advance as to his intentions and reasons for the change in work hours. The Contractor shall be responsible for properly contacting and informing all involved parties of such a change in work hours. The Contractor shall not be entitled to any additional compensation from the Owner for any expenses that may be incurred by change of working hours and/or scheduling.

1.27 HURRICANE PROTECTION

A. Should hurricane warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

1.28 REDUCTION IN SCOPE OF WORK

A. The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work should the Owner deem it to be in the public interest to do so. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at anytime during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

END OF SECTION

SECTION 00800

SUPPLEMENTARY CONDITIONS

- 1.01 General
- 1.02 Limits of Normal Excavation
- 1.03 Bolts, Anchor Bolts, and Nuts
- 1.04 Covering Excavated Trench
- 1.05 Maintaining Trench Excavations
- 1.06 Disruption of Storm Drains
- 1.07 Precaution Against Hydraulic Uplift During Construction
- 1.08 Land, Easements and Rights-of-Way
- 1.09 Cleaning Finished Work

1.01 GENERAL

A. These Supplementary Conditions are requirements which amend or supplement the General Conditions specified elsewhere.

B. The duties and obligations imposed by these Supplementary Conditions 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.

C. Assertion of any claim for any additional compensation or damages on account of and/or the fulfillment of these Supplementary Conditions will not be allowed.

1.02 LIMITS OF NORMAL EXCAVATION

A. In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below, unless other limits are indicated in the Contract Documents.

B. For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3.0 feet, a width of 3.0 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.5 feet below the bottom of the pipe in earth and 0.5 feet in rock, unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the cradle. The trench width for the cradle shall be assumed to be that specified above for pipes in the trench.

C. For concrete placed directly against undisturbed earth, the normal width and depth of the excavation for such concrete shall be measured to the neat lines of the concrete as indicated on the Drawings or as ordered.

D. For concrete placed against rock surfaces resulting from rock excavation, the normal width and depth of the excavation shall be measured to 4 inches outside the neat lines of the concrete as indicated on the Drawings or as ordered.

E. For other structures, except manholes as noted below, the normal width shall be measured between vertical planes 1.0 feet outside the neat lines of the several parts of the structure, except that the width at any elevation shall be measured as not less than the width at a lower elevation. The normal depth shall be measured to the underside of that part of the structure for which the excavation is made.

F. No additional width or depth of trenches excavated in earth or rock shall be allowed at standard circular manholes. The pay limit for rock removed outside proposed manholes shall commence one foot (1.0) outside the widest dimension of the structure or shall be the maximum connecting trench width, whichever is greater.

G. Wherever bell holes are required for jointing pipe, they shall be provided without additional compensation over and above that resulting from measurements as above described.

1.03 BOLTS, ANCHOR BOLTS AND NUTS

A. Furnish bolts, anchor bolts, nuts, washers, plates and bolt sleeves required by equipment to be installed under this Contract in accordance herewith. Anchor bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.

B. Anchor bolts, nuts, washers, plates, and bolt sleeves shall be galvanized unless otherwise indicated or specified.

C. Expansion bolts shall have malleable iron and lead composition elements of the required number of units and size.

D. Unless otherwise specified, stud, tap, and machine bolts, and nuts shall conform to the

requirements of ASTM Standard Specification for Carbon Steel Externally and Internally Threaded Standard Fasteners, Designation A307. Hexagonal nuts of the same quality of metal as the bolts shall be used. All threads shall be clean cut and shall conform to ANSI Standard B1.1-1974 for Unified Inch Screw Threads (UN and UNR Thread Form).

E. Bolts, anchor bolts, nuts and washers, specified to be galvanized, shall be zinc coated, after being threaded, by the hot-dip process in conformity with the ASTM Standard Specification for Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strip, Designation A123, or the ASTM Standard Specifications for Zinc Coating (Hot Dip) on Iron and Steel Hardware, Designation A153, as is appropriate.

F. Bolts, anchor bolts, nuts, and washers specified to be stainless steel shall be Type 316 stainless steel unless otherwise indicated or specified.

G. Anchor bolts and expansion bolts shall be set accurately. If anchor bolts are set before the concrete has been placed, they shall be carefully held in suitable templates of acceptable design. Where indicated on the Drawings, specified, or required, anchor bolts shall be provided with square plates at least 4 inches by 4 inches by 3/8 inches or shall have square heads and washers and be set in the concrete forms with suitable pipe sleeves, or both. If anchor or expansion bolts are set after the concrete has been placed, all necessary drilling and grouting or caulking shall be done by the Contractor and care shall be taken not to damage the structure or finish by cracking, chipping, spalling, or otherwise during the drilling and caulking.

1.04 COVERING EXCAVATED TRENCH

A. In addition to the requirements in Section 00700 titled Interference with and Protection of Streets. Cover all open excavations when construction operations are suspended at the end of the day, or in excavated trenches where work is not actually in progress. Cover shall be capable of withstanding AASHTO H20-S16 loading. This cover shall consist of steel plates or some other satisfactory cover of adequate size and strength suitably held in place to keep all traffic out of excavations, all as verified in writing by the Contractor. The cover shall be laid over the excavation until it is backfilled.

1.05 MAINTAINING TRENCH EXCAVATIONS

A. The length of trench opened at any time, from point where ground is being broken to completed backfill, and also the amount of space in streets or public and private lands occupied by equipment, trench, and supplies, shall not exceed the length of space considered reasonably necessary and expedient by the Engineer. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer will consider: the nature of the lands or streets where work is being done; types and methods of construction and equipment being used; inconvenience to the public or to private parties; possible dangers; and other proper matters. All work must be constructed with a minimum inconvenience and danger to the public and all other parties concerned.

B. Whenever any trench obstructs pedestrian and vehicular traffic in or to any public street, private driveway or property entrance, or on private property, take such means as may be necessary to maintain pedestrian and vehicular traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any other reason it is not expedient to backfill the trench immediately, construct and maintain suitable plank crossing and bridges to carry essential traffic in or to the street, driveway or property in question, as specified or directed.

C. Suitable signs, lights, and such items required by Police Authorities to direct traffic, shall be furnished and maintained by the Contractor at his own expense.

D. Keep streets and premises free from unnecessary obstructions, debris and all other materials. The Engineer may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space, promptly removed. Should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Owner may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense; and may deduct the costs thereof from payments which may be or may become, due to the Contractor under the Contract. In special cases, where public safety urgently demands it, the Owner may cause such materials to be removed at the Contractor's expense without prior notice.

1.06 DISRUPTION OF STORM DRAINS

A. Portions of the Work may be located in areas that are serviced by storm drains. Take extreme precaution to minimize disruption of the drains, and repair and/or make restitution for repairs by others for all disruptions caused by the construction operations.

1.07 PRECAUTION AGAINST HYDRAULIC UPLIFT DURING CONSTRUCTION

A. Protect all structures against hydraulic uplift until such structures have beneficially completed.

1.08 LAND, EASEMENTS, AND RIGHTS-OF-WAY

A. As indicated, a portion of the work may be located within easements and/or rights-of-way, obtained or which will be obtained by the Owner, through private property. On all other lands, the Contractor has no rights unless he obtains them from the proper parties as specified in Section 00700, Occupying Private Land.

B. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land, easements and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

C. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

D. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

E. If however, lands, easements or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such land, easements or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of its inability to procure the lands, easements, or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will compensate for the time

lost by such delay, such determination to set forth in writing.

1.09 CLEANING FINISHED WORK

A. After the work is completed, the pipes, manholes and structures shall be carefully cleaned free of debris and dirt, broken masonry, and mortar, and left in first class condition, ready to use. All temporary or excess materials shall be disposed of off-site and the work left broom clean, to the satisfaction of the Engineer.

END OF SECTION

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DIVISION 1

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work covered by the Contract, listing of Owner, Project location, Engineer. Sequence requirements, the Contractor's use of the premises and Owner's occupancy requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work includes, but is not necessarily limited to the construction of approximately:

- Installation of approximately 4,500 linear feet of 1-1/4-inch thru 4-inch low-pressure sewer main
- Installation of approximately 13 sewer manholes
- Installation of approximately 117 sewer grinder pumps
- All related civil/site work

all as more particularly indicated, shown or described in the Drawings, Specifications, and other Contract Documents.

1.03 OWNER

- A. Town of Wareham, MA
Water Pollution Control Authority
Memorial Town Hall
54 Marion Road
Wareham, MA 02571
Telephone: (508)-291-3100
Contact: Guy Campinha, Director of Water Pollution Control Authority

1.04 PROJECT LOCATION

- A. Bayview Street, Barnes Street, Columbia Street, Murphy Street, Pleasant Street, Wankinquoah Avenue Wareham, MA 02571.

1.05 ENGINEER

- A. BETA Group, Inc
701 George Washington Highway
Lincoln, RI 02865
Ryan Greewnay, P.E.
Telephone: (401)-333-2382
Email: rgreenway@beta-inc.com

1.06 WORK SEQUENCE

- A. In order that Work may be conducted with minimum inconvenience to the public and, work under this Contract may be coordinated with other work which may be under construction or contemplated, and that work under the Contract may conform to conditions which it has been undertaken or conditions attached to a right-of-way or particular location for this work, the Engineer may determine the point or points and time or times when portions of work will commence or be carried on and may issue orders pertaining to the work sequence, relative to the rate of progress on several portions of the work.

1.07 CONTRACTOR USE OF PREMISES

- A. The Contractor's use of premises shall be within the limits shown on the Drawings and as defined in Section 00500 – Contract Agreement, for the performance of the Work.
- B. The Contractor shall maintain access and utilities to the existing sanitary sewer, combined sewer and drainage systems at all times.
- C. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of his subcontractor's.
- D. If directed by the Owner, the Contractor shall move any stored items that interfere with operations of the Owner.
- E. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.08 OWNER OCCUPANCY REQUIREMENTS

- A. The existing sanitary sewer (low pressure sewer) and drainage systems must remain in full service at all times, throughout the duration of the project. Contractor shall conduct his operations in accordance with Section 02149 - Maintaining Existing Flow.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

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SECTION 01015

SPECIAL CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Supplementary requirements governing work hours, grinder pump installation, traffic requirements, excavations, work in private/easement areas, paving and coordination with police and fire.

B. Related sections

1. Section 00700 – General Conditions
2. Section 00800 – Supplementary Conditions
3. Section 01570 – Traffic Regulations
4. Section 02149 – Maintaining Existing Flow
5. Section 02668 – Temporary Water Bypass

1.02 WORK HOURS

- A. Regular working hours are defined as 8 hours per day, Monday through Friday, excluding federal and state holidays, between the hours of 7:00 AM and 7:00 PM. The Contractor shall also abide by work hour restrictions set forth in or required under permits obtained by the Contractor or Owner in connection with the Project. Requests to work other than regular working hours shall be submitted to Engineer not less than 48 hours prior to any proposed weekend work or scheduled extended work weeks.

1.03 GRINDER PUMP INSTALLATION

- A. The Contractor shall locate, dig and expose the existing sewer service of every property and note size, material, horizontal location and elevation.
- B. The Contractor shall install the proposed grinder pump in the vicinity of the existing sewer service at the proper elevation for easy connection in the future by others.
- C. The Contractor shall note that there are dwellings with shared sewer services and there are also dwellings which are located behind other dwellings. Dwellings with shared services shall have duplex grinder pump stations installed.
- D. The pump cores and control panels shall be purchased by the contractor, stored by the Town and installed by others in the future.

- E. The electrical conduit, ventilation conduit and gravity sewer pipe shall be installed to 2 feet from the outside wall of the precast concrete pump station structure and capped for future connection by others.

1.04 TRAFFIC REQUIREMENTS

- A. One lane of alternating residential and emergency traffic must be able to pass at all times.
- B. Excavated sewer services must be plated at all times prior to backfilling.
- C. Comply with the requirements of Section 01570.

1.05 EXCAVATIONS

A. Test Pits

1. Prior to the start of any construction, the Contractor must conduct test pits as shown on the Contract Drawings and at locations where conflicts between existing piping and/or utilities may occur.
2. Test pits to be conducted to field verify exact size, material, location, elevation, alignment (vertical and horizontal) of existing piping and utilities
3. The Contractor is to provide record of utility elevation, size, material, and alignment to the Engineer upon completion of the test pits. The Contractor shall notify the Engineer of any conflicts between the proposed piping and existing piping or utilities prior to starting installation of the proposed piping.

B. Hand Digging

1. Due to the potential of conflict between existing utility infrastructure and the proposed work within the municipal right-of-way, the Contractor may be required to hand dig in locations where conflict exists between the proposed piping and existing utilities. The Contractor should expect hand digging to be required and will not receive additional compensation for hand digging.

C. Excavation Support

1. The Contractor shall furnish and install, as required, temporary excavation support including sheeting, shoring, and bracing of shallow trench excavations as necessary to comply with Applicable Safety Code; to accommodate traffic; to permit access to adjacent occupied properties; to protect adjacent buildings, pavements, structures and all existing utilities; to provide an opening of proper depth and width in which to install the proposed pipes and other underground structures; and to protect his workmen, employees of the Owner and Engineer, State and the public, from death or injury from bank failure, earth collapse or earth movement of any nature whatsoever.

1.06 WORK IN PRIVATE/EASEMENT AREAS

- A. The Contractor shall note that there are several areas in which proposed work will be located in private/easement areas. The Town of Wareham will be responsible to obtain all necessary permits and/or permission to entry the private/easement areas. The Contractor shall be responsible to restore existing property to original conditions.

1.07 PAVING

- A. The contractor is required to pave trenches once a week on Fridays.

1.08 COORDINATION WITH POLICE & FIRE

- 1. The Contractor is required to coordinate his work daily with the Town of Wareham Police and Fire Departments.

END OF SECTION

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SECTION 01020

ALLOWANCES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Contingencies and their respective value which have been established in the BID as an estimated lump sum to facilitate comparison of bids only.

B. Related Sections

1. Section 00300 - Bid Forms
2. Section 01025 - Measurement and Payment

1.02 ALLOWANCES

A. Utility Relocation - Bid Item No.18

1. Provide the relocation, replacement or repair as shown on the Contract Documents or as directed by the Engineer.
2. Coordinate all work with the respective utility company or department providing access to the site at the appropriate time to prevent any delay in the work specified to be done under these Contract Documents.
3. In the event the respective utility company or department does not customarily perform relocation work on utilities under their jurisdiction, the Contractor shall perform all necessary work with his own forces experienced in the relocation work required.

B. Disposal of Contaminated Material - Bid Item No.19B

1. Remove and dispose of contaminated soil as shown on the Contract Documents or as directed by the Engineer.

C. Uniformed Traffic Officers - Bid Item No. 20

1. Coordinate and schedule uniformed traffic officers prior to commencement of work on public ways.

1.03 PAYMENT PROCEDURES

A. Under these items, the Contractor shall be reimbursed for charges for the allowances required and authorized by the Owner and Engineer, as detailed in Section 01025 - Measurement and Payment.

B. The lump-sum price for allowances is established in Section 00300 - Bid Forms as an estimated figure to facilitate comparison of bids only. The actual amount to be paid under this item shall constitute full compensation for services rendered.

C. The lump-sum price for this item shall NOT include any costs associated with services rendered for routine utility markings, repair damages incurred as a result of the Contractor's operations, relocations of utilities done at the Contractor's request and/or convenience, or any other unauthorized services rendered by utility companies. The purpose of this item is strictly

for the Contractor's reimbursement for those services authorized by the Owner or Engineer prior to the work being performed.

- D. The Contractor will be paid based on the actual PAID invoiced amount from the authority in question as approved by the Engineer. If the total cost for such charges is greater or less than the allowance amount stated under this item of the BID, a debit or credit of the difference in cost shall be to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials as required and ordered by the Engineer shall conform to the Contract Documents.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation, relocation, or repair of utilities, shall be performed in accordance with the Contract Documents.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Measurement and payment criteria applicable to the Work performed under a unit price and/or lump sum payment method of Items listed in the BID.

B. RELATED SECTIONS

1. Section 00300 – Bid
2. Section 00500 – Contract Agreement

1.02 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in SECTION 00300 are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit price contracted.

1.03 MEASUREMENTS OF QUANTITIES

A. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

B. Measurement by Area: Measured by square dimension using mean length and width or radius.

C. Linear Measurement: Measured by linear dimension, along the horizontal projection of the centerline or mean chord.

D. At appropriate points in this text, specifications are given with respect to measuring or estimating certain quantities and the sums due for the same. Except as otherwise provided, the Engineer shall determine the appropriate method for measuring and computing each quantity, and for estimating the sums due for the various kinds of work and material, using such methods, tools and degrees of precision as are suitable for the particular measurement, Item or computation. When so requested by the Engineer, assistance in measuring or determining quantities, shall be provided by furnishing the help of unskilled laborers on the site, by furnishing copies of invoices, or by other means.

- E. For estimating quantities in which the computations of areas by analytic and geometric methods would be laborious, as determined by the Engineer, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas and may be used for this purpose.

1.04 UNIT PRICES

- A. Payment will be computed on the basis of the unit price bid in SECTION 00300 for each Item and the quantity of units completed. Unit prices are to include cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs. (See Par. 1.06, this Section.)
- B. The Owner reserves the right to increase or decrease the scope of the Contract work by twenty-five percent (25%) of the original scope.

1.05 LUMP SUM PRICES

- A. Payment will be computed on the basis of the percentage of work completed on each Item in the contract BID as determined by the Engineer. Lump sum prices are to include the cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs. (See Par. 1.06, this Section.)

1.06 PRICES INCLUDE

- A. The prices stated in the Proposal include full compensation not only for furnishing all the labor, equipment and material needed for, and for performing the work and building the structures contemplated by, the Contract, but also for assuming all risks of any kind for expenses arising by reason of the nature of the soil, ground water, or the action of the elements; for all excavation and backfilling; for the removal of and delay or damage occasioned by trees, stumps, tracks, pipes, ducts, timber, masonry or other obstacles; for removing, protecting, repairing, or restoring, without cost to the Owner, all pipes, ducts, drains, sewers, culverts, conduits, curbs, gutters, walks, fences, tracks, or other obstacles, road pavements and other ground surfacing whether shown on plans or not for draining, damming, pumping or otherwise handling and removing, without damage to the work or to other parties, and without needless nuisance, all water or sewage from whatever source which might affect the work or its progress, or be encountered in excavations made for the work; for furnishing, inserting and removing all sheeting, shoring staging, cofferdams, etc.; for all signs, fencing, lighting, watching, guarding, temporary surfacing, bridging, snow removal, etc., necessary to maintain and protect travel on streets, walks and private ways; for making all provisions necessary to maintain and protect buildings, fences, poles, trees, structures, pipes, ducts and other public or private property affected or endangered by the work; for the repair or replacement of such things if injured by neglect of such provisions for removing all surplus or rejected materials as may be directed; for replacing, repairing and maintaining the surfaces of streets, highways, public and private lands if and where disturbed by work performed under the Contract or by negligence in the performance of work under the Contract; for furnishing the requisite filling materials in case of any deficiency or lack of suitable materials; for

- obtaining all permits and licenses and complying with the requirements thereof, including the cost of furnishing any security needed in connection therewith; for any and all expense on account of the use of any patented device or process; for protection against inclement or cold weather; for all expenses incurred by or on account of the suspension; interruption or discontinuance of work; for the cost of the surety bond and adequate insurance; for all taxes, fees, union dues, etc., for which the Contractor may be or become liable, arising out of his operations incidental to the Contract; for providing equipment on the site and off site; for providing a field office and its appurtenances and for all general and incidental expenses; for tools, implements and equipment required to build and put into good working order all work contemplated by the Contract; for maintaining and guaranteeing the same as provided; and for fulfilling all obligations assumed by the Contractor under the Contract and its related documents.
- B. The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
 - C. The prices for those Items which involve excavation shall include compensation for disposal of surplus excavated material and handling water.
 - D. In all Items involving excavation, the price shall be based on doing the entire excavation in earth. Where rock is excavated, the price, therefore, shall be in addition to the cost of excavating earth and no deduction will be made in the amount for earth excavation.
 - E. The prices for all pipe Items (i.e. sewers, service connections, drains, etc.) shall constitute full compensation for furnishing, laying, jointing and testing; earth excavation, backfill and compaction; materials for bedding pipe as specified; and cleaning up.

1.07 PAYMENT

- A. In general, payment will be made for all Contract work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the Owner and Contractor which has been completed and approved (See SECTION 00500).
- B. Each application for payment will indicate the total of a minimum percent retainage as defined in SECTION 00500, held by the Owner on the total of all work completed under the contract and approved for payment to-date.
- C. Monthly applications for payment may also indicate reduction or increase of the total Contract price when an approved change order results in a net reduction or net increase in the cost and quantity of work to be performed under the Contract.

- D. Special billings and charges against the Contract as credit or payment to the Owner, that are not for change order work, may be subtracted from monies due on any monthly application for payment but shall not serve to reduce the total Contract price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work which is incorporated in or made necessary by the Work.

1.08 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

SEWER REPLACEMENT

BID ITEM NO.	1A	INSTALL 1-1/4-INCH HDPE LOW PRESSURE SEWER PIPE
	1B	INSTALL 1-1/2-INCH HDPE LOW PRESSURE SEWER PIPE
	1C	INSTALL 2-INCH HDPE LOW PRESSURE SEWER PIPE
	1D	INSTALL 3-INCH HDPE LOW PRESSURE SEWER PIPE
	1E	INSTALL 4-INCH HDPE LOW PRESSURE SEWER PIPE
	1F	INSTALL 2-INCH SCHEDULE 40 PVC SLEEVING PIPE FOR LOW-PRESSURE SEWER SERVICES
	1G	INSTALL SCHEDULE 40 PVC SLEEVING PIPE FOR LOW- PRESSURE SEWER MAIN, ALL DIAMETERS

1. The lengths of low-pressure sewers and low-pressure sewer sleeving to be paid for under these Items shall be measured by the linear foot along the horizontal projection of the centerline of the completed low-pressure sewer or low-pressure sewer sleeving.
2. The unit prices for Items 1A thru 1E shall constitute full compensation for constructing low pressure sewers, complete, as indicated on the Drawings and as specified, including all incidental work not specifically included for payment under other Items.
3. The unit prices for Items 1F thru 1G shall constitute full compensation for constructing low-pressure sleeving pipe, complete, as indicated on the Drawings and as specified, including all incidental work not specifically included for payment under other Items.
4. The unit prices shall constitute full compensation for furnishing and installing low pressure sewers, for sizes and classes specified, for saw cutting existing pavement, furnishing and installing all any bends, caps and any other fittings, complete, as needed and directed by the Engineer to complete the work, removal and disposal of excavated bituminous concrete, concrete or reinforced concrete road base, if encountered, excavation and backfill, dewatering of groundwater, maintaining of existing sanitary flows, disposal of excess material, laying and jointing pipe, furnishing and installing pipe bedding, connections to the low pressure mains, dust control measures, disinfection, pressure testing, as indicated on the Drawings and as specified, and all work incidental thereto, and all work not specifically included for payment under other items.
5. The unit price shall also include restoration of all Items including fencing, loaming, seeding, and replacement of trees or plantings disturbed by the Contractor's operations, to

a condition at least equal to a condition which existed prior to construction, as directed by the Engineer, at no additional cost to the Owner.

6. The unit price for these items shall also constitute full compensation for public notification and coordination of service interruptions with private and public users, bypassing individual service connections if required, **providing a pre-construction and post condition video showing the pre and post condition of the work areas, traffic control requirements** and all other work incidental thereto and not specifically included for payment under other items.

BID ITEM NO.	2A	1-1/4-INCH SEWER GATE VALVE
	2B	1-1/2-INCH SEWER GATE VALVE
	2C	2-INCH SEWER GATE VALVE
	2D	3-INCH SEWER GATE VALVE
	2E	4-INCH SEWER GATE VALVE

1. The number of valves to be paid for under these Items shall be equal to the actual number of valves installed. The unit price shall constitute full compensation for furnishing and installing valves and valve boxes complete and as directed by the Engineer, and all work not specifically included for payment under other items.

BID ITEM NO.	3A	SEWER MAIN AIR RELEASE MANHOLE
	3B	SEWER MAIN CLEANOUT AND FLUSHING MANHOLE

1. The number of air release manholes installed shall be equal to the actual number of air release valves installed complete with manhole.
2. The number of cleanout and flushing manholes installed shall be equal to the actual number of cleanout manifolds installed complete with manhole.
3. The unit price shall constitute full compensation for furnishing and installing sewer main air release manholes and sewer main cleanout and flushing manholes complete as specified, and as shown on the Contract Drawings, including all materials fittings, adapters, tapping the pipe, access manhole including manhole base, riser, cone, frame and cover, excavating, excavation support, dewatering, bedding, filter fabric, backfill, compacting, and all work and materials required to complete the work as indicated on the Drawings and as specified.

BID ITEM NO.	4A	SEWER SERVICE CORPORATION STOP
	4B	SEWER SERVICE CURB STOP AND CHECK VALVE ASSEMBLY
	4C	SEWER SERVICE HDPE PIPE

1. The number of corporation stops to be paid for shall be equal to the actual number of corporation stops furnished and installed.
2. The unit price shall constitute full compensation for tapping the low-pressure sewer main, furnishing and installation corporation stops, complete, as indicated on the Drawings.

3. The number of curb stop and check valve assemblies to be paid for under shall be equal to the actual number of curb stop and check valve assemblies furnished and installed. The unit price shall include excavation, including removal and disposal of bituminous concrete, bedding, backfill and restoration of property to include loaming, seeding, and curbing (granite or concrete reset in concrete), bituminous berm and in-kind sidewalk restoration.
4. The unit price for curb stop and check valve assemblies with boxes for all sizes up to 2-inch diameter shall constitute full compensation for furnishing and installing curb stops, curb stop boxes, and all necessary restraint devices, as required, and directed by the Engineer to complete the work, and all work not specifically included for payment under other items.
5. The length of service HDPE pipe to be paid for under the appropriate Item shall be measured by the linear foot along the horizontal projection of the centerline of the completed connection, the lengths of valves or fittings shall not be deducted.
6. The unit price shall constitute full compensation for furnishing and installing service pipe from the corporation stop to the curb stop with fittings and adapters as necessary and shown on the Drawings, including connection to the existing service. Excavation, including saw cutting existing pavement, concrete or reinforced concrete road base, if encountered, removal and disposal of bituminous concrete, concrete or reinforced concrete road base, if encountered, dewatering, bedding, backfill and restoration of property to include loaming, seeding, curbing (granite or concrete reset in concrete), bituminous berm, all types of sidewalk reconstruction and dust control measures and all other incidental work not included under other Items.

BID ITEM NO. 5A SIMPLEX SEWER GRINDER PUMP STATION

1. The number of simplex sewer grinder pump stations to be paid for shall be equal to the actual number of simplex sewer grinder pump station furnished and installed.
2. The unit price for this Item shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary, and for constructing simplex sewer grinder pump stations, complete, including but not limited to locating the existing sewer service lateral, site preparation, designing and implementing support of excavation and dewatering systems protection of existing structures and utilities. All excavation, disposal of surplus material, bedding, concrete slab construction, backfill, compaction, structural, mechanical, instrumentation and all associated appurtenant work, as indicated on the drawings and as specified, and including all incidental Items required to enable the station to function as specified and intended.
3. The unit price shall also include restoration of all Items including fencing, loaming, seeding, and replacement of trees or plantings disturbed by the Contractor's operations, to a condition at least equal to a condition which existed prior to construction, as directed by the Engineer, at no additional cost to the Owner.

BID ITEM NO. 5B DUPLEX SEWER GRINDER PUMP STATION

1. The number of duplex sewer grinder pump stations to be paid for shall be equal to the actual number of duplex sewer grinder pump station furnished and installed.
2. The unit price for this Item shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary, and for constructing duplex sewer grinder pump stations, complete, including but not limited to locating the existing sewer service lateral, site preparation, designing and implementing support of excavation and dewatering systems protection of existing structures and utilities. All excavation, disposal of surplus material, bedding, concrete slab construction, backfill, compaction, structural, mechanical, instrumentation and all associated appurtenant work, as indicated on the drawings and as specified, and including all incidental Items required to enable the station to function as specified and intended.
3. The unit price shall also include restoration of all Items including fencing, loaming, seeding, and replacement of trees or plantings disturbed by the Contractor's operations, to a condition at least equal to a condition which existed prior to construction, as directed by the Engineer, at no additional cost to the Owner.

BID ITEM NO. 5C SEWER GRINDER PUMP STATION MANHOLE WALL & FLAT TOP

1. The quantity of sewer grinder pump station manhole wall and flat tops installed shall be measured by the vertical foot of manhole wall installed including the flat top cover.
2. The unit price for this Item shall constitute full compensation for furnishing and installing new manhole wall and flat top cover, complete as indicated on the Drawings and as specified or as otherwise directed by the Engineer, including all materials fittings, adapters, drilling or coring of manhole wall, excavating, excavation support, dewatering, bedding, filter fabric, backfill, compacting, and all work and materials required to complete the work as indicated on the Drawings and as specified.

BID ITEM NO. 5D SEWER GRINDER PUMP STATION 36-INCH DIAMETER MANHOLE FRAME & COVER

1. The quantity of sewer grinder pump station 36'inch diameter manhole frames and covers to be paid for under this Item shall be measured by the actual number of sets furnished and installed.
2. The unit price for this Item shall constitute full compensation for furnishing and installing the sets of frames and covers, complete as indicated on the Drawings and as specified.

WATER REPLACEMENT

BID ITEM NO. 6A INSTALL 1-1/2-INCH POLYETHYLENE WATER SERVICE PIPE

1. The length of service connections to be paid for under this Item shall be measured by the linear foot along the horizontal projection of the centerline of the completed connection, the lengths of valves or fittings shall not be deducted.
2. The unit price shall constitute full compensation for furnishing and installing polyethylene tubing service pipe at a minimum depth of 4-feet, unless otherwise directed by the Engineer, from the corporation stop to the curb stop with fittings and adapters as necessary and shown on the Drawings, including connection to the existing service. Excavation, including saw cutting existing pavement, removal and disposal of bituminous concrete, removal and disposal of existing water service, dewatering, bedding, backfill and restoration of property to include loaming, seeding and dust control measures and all other incidental work not included under other Items.

BID ITEM NO. 6B INSTALL 1-1/2-INCH CORPORATION STOP

1. The number of 1-1/2-inch corporation stops to be paid for under this Item shall be equal to the actual number of 1-1/2-inch corporation stops furnished and installed.
2. The unit price shall constitute full compensation for tapping the water main, furnishing and installation of required service connection saddles and corporation stops, complete, as indicated on the Drawings.
3. The unit price for this Item shall also include cleaning the exterior of existing and new water main requiring service connection saddles.

BID ITEM NO. 6C INSTALL 1-1/2-INCH CURB STOP

1. The number of 1-1/2-inch curb stops to be paid for under this Item shall be equal to the actual number of 1-1/2-inch curb stops furnished and installed. The unit price shall include excavation, including removal and disposal of bituminous concrete, bedding, backfill and restoration of property to include loaming and seeding.
2. The unit price for 1-1/2-inch curb stops shall constitute full compensation for furnishing and installing curb stops, curb stop boxes, and all necessary restraint devices, as required, and directed by the Engineer to complete the work, and all work not specifically included for payment under other items.

BID ITEM NO. 6D ABANDON EXISTING WATER GATE BOX

1. The number of abandoned existing water gate boxes to be paid for under this Item shall be equal to the actual number of existing water gate boxes abandoned.

2. The unit price shall constitute full compensation for removal and disposal of existing water gate boxes below grade, backfilling and compacting, finishing surface with material (asphalt, concrete, loam and seed, as appropriate) that matches the surrounding surface material and all other work necessary and as directed by the Engineer to complete the work, and all work not specifically included for payment under other items.

BID ITEM NO. 6E ABANDON EXISTING WATER SERVICE

1. The number of abandoned existing water services to be paid for under this Item shall be equal to the actual number of existing water services abandoned.
2. The unit price shall constitute full compensation for excavation of existing water corporation stops, deactivation of existing water corporation stops, cutting of existing water service piping, backfilling and compacting, finished surface with material (asphalt, concrete, loam and seed, as appropriate) that matches the surrounding surface material and all other work necessary and as directed by the Engineer to complete the work, and all work not specifically included for payment under other items.

EXCAVATION MATERIAL

BID ITEM NO. 7 EARTH EXCAVATION AND BACKFILL FOR TEST PITS

1. The quantity of earth excavation and backfill to be paid for under this Item shall be the number of cubic yards excavated and backfilled, measured to the extent of the work done as ordered by the Engineer or as indicated on the Drawings for test pits.
2. The unit price shall constitute full compensation for sawcutting existing bituminous concrete and reinforced concrete road base, removal and disposal of existing bituminous concrete and reinforced concrete road base, excavation, backfill and compaction for test pits including hand digging if required, and replacing the existing pavement as authorized by the Engineer.
3. The unit price shall also include collection and recording of data and existing conditions discovered and submitted to the Engineer as a result of the test pit.
4. The quantity identified in the Bid is an indeterminate quantity to be utilized for comparison of bids. The unit price for this Item shall be utilized for the entire project (i.e. base bid work and any bid alternate work included in the Contract) should the Item be required.

BID ITEM NO. 8 EARTH EXCAVATION BELOW NORMAL DEPTH

1. The quantity of earth excavation below normal depth (limit of normal excavation) to be included for payment under this Item shall be the number of cubic yards of unsuitable material excavated, as determined by the Engineer, measured to the depths and lengths ordered, and to the width between payment limits for normal excavation as indicated on the Drawings.

2. The unit price shall constitute full compensation for excavation below normal depth and proper disposal of unsuitable material. Replacement of excavated material shall be paid for under the appropriate material Item as directed by the Engineer.
3. The quantity identified in the Bid is an indeterminate quantity to be utilized for comparison of bids. The unit price for this Item shall be utilized for the entire project (i.e. base bid work and any bid alternate work included in the Contract) should the Item be required.

BID ITEM NO. 9 ROCK EXCAVATION AND DISPOSAL

1. Where rock is encountered, it shall be uncovered but not excavated until measurements have been made by the Engineer, unless in the opinion of the Engineer, satisfactory measurements can be made in some other manner.
2. The quantity of rock to be paid for under these Items shall be the number of cubic yards of rock, measured in place before excavation, within the trench width payment limits indicated on the Drawings, or limits of actual excavation, whichever is smaller, and as defined in the Specifications, unless rock excavation beyond such limits has been authorized by the Engineer, in which case, measurements shall be made to the authorized limits.
3. Excavated rock which in the opinion of the Engineer has not been properly disposed of shall not be included for payment.
4. The bidder shall include in his bid for items involving excavation, the cost of doing the entire excavation as earth, the price for these Items being intended to cover the difference between the cost of rock excavation and the cost of earth excavation. The unit price for these items shall be paid in addition to any payment made for earth excavation.
5. The unit price for these Items shall constitute full compensation for rock excavation and disposal, for all necessary backfilling, and for furnishing all additional material needed to replace removed rock for backfilling. All additional material to be used as backfill shall be suitable as determined by the Engineer in accordance with Specification Section 02200.
6. The quantity identified in the Bid is an indeterminate quantity to be utilized for comparison of bids. The unit price for this Item shall be utilized for the entire project (i.e. base bid work and any bid alternate work included in the Contract) should the Item be required.

ADDITIONAL MATERIALS

BID ITEM NO. 10 ADDITIONAL 3/4-INCH CRUSHED STONE

1. Crushed stone backfill below normal depth shall be paid for under this Item. The quantity of additional 3/4-inch crushed stone backfill below normal depth to be paid for shall be the same as that number of cubic yards of earth excavation below normal depth

measured for payment under the Item "Excavation Below Normal Depth", which said stone replaces.

2. Additional crushed stone used for support of existing utilities or ordered by the Engineer to be used at other locations shall be paid for under this Item. The quantity to be paid for shall be the number of cubic yards measured in place after compaction, of additional crushed stone within the limits directed by the Engineer.
3. Crushed stone used for bedding pipe, to backfill authorized excavations, for any drainage purpose, or as indicated on the Drawings for work for which appropriate payment Items have been provided, shall not be measured for payment under this Item.
4. Crushed stone used to backfill rock excavations will not be measured for payment under this Item but shall be included as part of the unit price for "Rock Excavation and Disposal".
5. Crushed stone used to backfill and/or fill around and/or beneath the structures will not be measured for payment under this Item, but shall be included as part of the appropriate lump sum price for the structures.
6. The unit price shall constitute full compensation for furnishing, placing, and compacting crushed stone, as specified.

BID ITEM NO. 11 ADDITIONAL GRAVEL BORROW

1. Gravel borrow backfill below normal depth shall be paid for under this Item. The quantity of gravel borrow backfill below normal depth to be paid for shall be the same as the number of cubic yards of earth excavation below normal depth measured for payment under the Item "Excavation Below Normal Depth", which said gravel replaces.
2. Gravel borrow ordered by the Engineer for backfill of trenches above normal depth shall be paid for under this Item. The quantity of gravel used as backfill for trenches above normal depth shall be measured by the cubic yards to the depth and length ordered by the Engineer and to the width between payment limits for normal excavation as indicated on the Drawings. Gravel borrow outside the limits of normal excavation shall be furnished, placed, and compacted at the Contractor's expense, and no measurement will be made for such gravel.
3. Gravel borrow ordered to be used at other locations shall be measured after compaction and paid for under this Item as the number of cubic yards of gravel actually placed and compacted as directed.
4. Gravel borrow used to backfill rock excavations will not be measured for payment under this Item but shall be included as part of the unit price for "Rock Excavation and Disposal".

5. Gravel borrow used to backfill and/or fill around and/or beneath structures will not be measured for payment under this Item but shall be included as part of the appropriate lump sum price for the structures.
6. The unit price shall constitute full compensation for furnishing, placing, and compacting gravel borrow, as specified.

BID ITEM NO. 12 ADDITIONAL CONCRETE

1. The quantity of additional concrete to be measured for payment under this Item shall be the number of cubic yards placed as directed by the Engineer.
2. No measurement shall be made under this Item for concrete used as indicated on the Drawings for work for which appropriate payment Items have been provided or for concrete used to backfill unauthorized excavations.
3. The unit price shall constitute full compensation for furnishing and placing additional concrete regardless of class or strength, as directed by the Engineer and as specified.

BID ITEM NO. 13 ADDITIONAL CONTROL DENSITY FILL

1. The quantity of control density fill to be paid shall be the number of cubic yards of control density fill installed in place in the field.
2. The unit price shall constitute full compensation for removal and disposal of excavated material, and furnishing and placing of control density fill as required and directed by the Engineer.
3. The unit price shall constitute full compensation for furnishing, installing and necessary procedures, materials and equipment to protect until set-up, control density fill, as specified.
4. The unit price shall constitute full compensation for furnishing and installing the controlled density fill in all water pipes to be abandoned.
5. The quantity identified in the Bid is an indeterminate quantity to be utilized for comparison of bids. The unit price for this Item shall be utilized for the entire project (i.e. base bid work and any bid alternate work included in the Contract) should the Item be required.

PAVEMENT RESTORATION

1. The unit prices for pavement restoration shall constitute full compensation for saw cutting, removal and disposal of all existing pavement including any existing bituminous, concrete or reinforced concrete base, if encountered; excavation to the required depth; special compaction requirements; removal and disposal of any temporary pavement; casting and valve box adjustments, as directed; cutting and matching existing pavement; furnishing and applying required prime coats and emulsions; removal and replacement;

safety precautions including construction warning signs and barricades during the project; trench closing and openings ordered by the Engineer; obtaining all necessary roadway permits and/or approvals from state and local agencies; and constructing the pavement complete, including sidewalks and driveways, as specified and as indicated and not specifically included for payment under other Items.

2. The unit prices for pavement restoration shall also include the costs to remove and replace inductance loop vehicle detector wiring (traffic loops), and the cost to replace pavement markings which existed prior to construction as specified.

BID ITEM NO. 14A PROCESSED AGGREGATE BASE COURSE (10-INCH)

1. The quantity of processed aggregate base course to be paid for under this Item shall be equal to the amount of processed aggregate base course installed, measured by the cubic yard to the payment limits indicated on the Drawings.
2. The unit price shall constitute full compensation for furnishing and installing the processed aggregate base course, complete as specified and/or detailed on the Drawings.
3. Material taken from excavations deemed suitable by the Engineer, for use as processed aggregate base course shall not be included for payment under this Item.

BID ITEM NO. 14B TEMPORARY TRENCH WIDTH BITUMINOUS PAVEMENT (4-INCH)

1. The quantity of temporary trench width bituminous pavement (4-inch) to be paid for under this item shall be equal to the actual amount of bituminous pavement, furnished and installed, measured by the linear foot of pavement installed as indicated on the Drawings or as directed by the Engineer.
2. The unit price for permanent bituminous pavement restoration shall constitute full compensation for furnishing and installing the bituminous pavement, saw cutting, removal and disposal of any temporary and existing pavement, excavation to the required depth, additional bedding materials, special compaction requirements; grading and matching existing pavement; applying required prime coats and tack coats; hand work necessary for sidewalks; and constructing the pavement complete, as specified and as indicated and not specifically included for payment under other items.
3. Total tonnage slips must be submitted from the production plant.
4. The unit price shall also include soil compaction test every 500 feet or as directed by the Engineer. Soil Compaction tests shall be performed prior to the installation of the binder pavement course.

BID ITEM NO. 14C GRAVEL BORROW FOR DRIVEWAY APRONS (8-INCH)

1. The quantity of gravel borrow to be paid for under this Item shall be equal to the amount of gravel borrow installed, measured by the cubic yard to the payment limits indicated on the Drawings.
2. The unit price shall constitute full compensation for furnishing and installing the gravel borrow, complete as specified and/or detailed on the Drawings.
3. Material taken from excavations deemed suitable by the Engineer, for use as gravel borrow shall not be included for payment under this Item.

BID ITEM NO. 14D REMOVE AND REPLACE EXISTING CONCRETE DRIVEWAY APRONS (6-INCH)
14E REMOVE AND REPLACE EXISTING BITUMINOUS CONCRETE DRIVEWAY APRONS (3-INCH)

1. The quantity of concrete and bituminous concrete driveway aprons to be paid for under these Items shall be measured by the number of square yards of concrete and bituminous concrete actually placed in accordance with the Drawings and/or as directed by the Engineer.
2. The contractor shall match the depth of the existing driveway material up to a depth of 6-inches for concrete driveways and up to a depth of 3-inches for bituminous concrete driveways. The contractor will be paid on a prorated basis.
3. The unit price shall constitute full and complete compensation for all labor, materials and equipment, including expansion joint material, reinforcement, and all other incidentals required to finish the work, complete and accepted by the Engineer.
4. The unit price shall include saw cutting, removal and disposal of existing sidewalks, driveway aprons, trimming and fine grading gravel sub base, formwork, placing concrete and bituminous concrete, replacement of all signposts and resetting of curb boxes and castings all as required and not specifically included for payment under other items.
5. Processed aggregate base course will be paid for separately under the appropriate bid item.

MISCELLANEOUS

BID ITEM NO. 15 STAKED STRAW WATTLES

1. The quantity of staked straw wattles to be paid for under this Item shall be equal to the actual amount of staked straw wattles furnished and installed, measured by the linear foot along a horizontal projection of the centerline, complete, as indicated on the Drawings or as otherwise directed by the Engineer.
2. The unit price shall constitute full compensation for furnishing and supplying all labor,

materials and equipment for installing staked straw wattles, maintenance of straw wattles as shown and specified, removal and disposal of same, and restoration of property to its original condition.

3. There shall be no additional payment for replacement due to maintenance.

BID ITEM NO. 16 CATCH BASIN EROSION CONTROL PROTECTION

1. The quantity of catch basin erosion control protection to be paid for under this Item shall be equal to the actual amount of catch basins protected, complete, as indicated on the Drawings or as otherwise directed by the Engineer.
2. The unit price for this item shall constitute full compensation for furnishing, placing, and maintaining catch basin erosion control protection as indicated on the Drawings throughout the duration of this Contract.
3. The unit price shall also include removal and disposal thereof, complete or as otherwise ordered by the Engineer.

BID ITEM NO. 17 TREE PROTECTION

1. The quantity of tree protection to be paid for under this Item shall be the actual number of trees protected complete as indicated on the Drawings or as otherwise directed by the Engineer.
2. The unit price for this Item shall constitute full compensation for all labor and materials to protect trees as detailed on the Drawings complete.
3. The unit price shall also include the cost to remove and dispose of tree protection once construction is complete.
4. The quantity identified in the Bid is an indeterminate quantity to be utilized for comparison of bids. The unit price for this Item shall be utilized for the entire project (i.e. base bid work and any bid alternate work included in the Contract) should the Item be required

BID ITEM NO. 18 UTILITY RELOCATION ALLOWANCE

1. Under this Item, the Contractor shall be reimbursed for certain charges authorized by the Engineer for unforeseen utility relocations required and authorized by the Owner and Engineer.
2. The allowance for this Item established in the BID is an estimated figure to facilitate comparison of bids only. The actual amount to be paid under this Item shall constitute full compensation for wages paid premiums on workers' compensation insurance, payment on account for social security and other direct assessments on payroll, as may be required, and all other costs incidental to the services rendered.

3. The allowance for this Item shall NOT include any costs associated with services rendered for routine utility markings, repair damages incurred as a result of the Contractor's operations, relocations or dismantling and reassembling of utilities done at the Contractor's request and/or convenience, or any other unauthorized services rendered by utility companies. The purpose of this Item is strictly for the Contractor's reimbursement for those unforeseen services authorized by the Owner or Engineer prior to the work being performed.
4. The Contractor will be paid based on the actual PAID invoiced amount from the Utility Company in question as approved and authorized by the Owner/Engineer. If the total cost for such charges is greater or less than the allowance amount stated under this Item of the BID, a debit or credit of the difference in cost shall be to the Owner.

BID ITEM NO. 19A MANAGEMENT OF SOILS/FILL AND SUSPECT MATERIALS

1. Under this Item the Contractor shall be paid for management of soil/fill and suspect materials at the lump sum price stated in the Bid Schedule.
2. The lump sum price shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for soil/fill and suspect material; segregating, handling, staging, and characterization of all soil and fill material prior to final transport and disposal as well as the costs associated with characterizing the destination site as required to assess background conditions; all controls necessary to maintain compliance with regulatory requirements relative to handling contaminated soils and materials; submittal and approval of all required and specified Plans; characterization of all excavated soil and fill material handled; health and safety equipment; securing a staging area for stockpiling soil pending analytical testing, reuse, or disposal; protecting the stockpile areas. All costs related to transporting soils to and, if not disposed of offsite, from the staging area, if reused, shall be included for payment in this item; air monitoring; controlling the spread of airborne contaminants; all notifications, fees, permits, and taxes; and all other requirements specified in other sections of the Contract Documents; and all other requirements specified in other sections of the Contract Documents and any other work not covered by other Bid Items.
3. The Contractor will be eligible for payment for a portion of the lump sum price based on the Schedule of Values submitted in accordance with Section 00700, as approved by the Engineer.

BID ITEM NO. 19B ALLOWANCE FOR DISPOSAL OF CONTAMINATED MATERIAL

1. Under this item the Contractor shall be reimbursed for certain charges authorized by the Engineer for the services to remove, test, store and dispose of Contaminated soil.
2. The allowance for this item established in the Bid is an estimated figure to facilitate the comparison of bids only. The actual amount to be paid under this item shall constitute full compensation for wages paid, premiums on Workers' Compensation

Insurance, payment on account of Social Security and other direct assessments on payroll, as may be required and all other costs incidental to the services rendered.

3. The quantity of contaminated material to be paid for under this Item shall be the actual number of tons of contaminated material disposed, as verified by the actual certified weight slips provided by the approved disposal facility. In the event that contaminated material is disposed at an approved disposal facility not having the ability to provide certified weight slips, tonnage shall be determined by volumetric measurement (in cubic yards) by the Engineer and converted to tonnage based on a conversion of 1.50 tons per cubic yard of material. The quantity of excess contaminated material disposed of shall be limited to the trench width payment limits indicated on the Drawings, or limits of actual excavation, whichever is smaller. Excess contaminated soils removed and disposed of outside the trench width payment limits will be determined by volumetric measurement (in cubic yards) by the Engineer and converted to tonnage based on a conversion of 1.50 tons per cubic yard of material, and subtracted from total tonnage for payment.
4. Payment will be based on the actual paid invoiced amount without allowance for mark up, overhead or profit.

BID ITEM NO. 20 UNIFORMED TRAFFIC OFFICERS ALLOWANCE

1. Under this Item the Contractor shall be reimbursed for certain charges for the services rendered of uniformed traffic officers to provide traffic control as specified.
2. The allowance for this item established in the Bid is an estimated figure to facilitate the comparison of bids. The actual amount to be paid under this item shall constitute full compensation for wages paid, premiums on workers' compensation insurance, payment on account of social security and other direct assessments on payroll, and all other costs incidental to the employment of such uniformed officers.
3. Payment will be based on the actual paid invoiced amount from the Police Department without allowance for mark up, overhead or profit.
4. If the total cost for uniformed traffic officers is greater or less than the amount stated in the Bid, a debit or credit of the difference in cost shall be to the Owner.
5. Payment shall be made to the Police department no later than the 20th day of the month following that month in which services were rendered.

BID ITEM NO. 21 MOBILIZATION AND DEMOILIZATION

1. The lump sum price for this Item shall constitute full compensation for initiating the contract, exclusive of the cost of materials, for mobilizing all machinery, plant, tools, and other equipment necessary to carry on and complete the work.
2. The lump sum shall also include full compensation for furnishing the performance or surety bond and other securities required, all preliminary bidding and organizational expenses, necessary permits, construction of temporary roads, etc., and for all other

materials, supplies, tools, equipment, labor financing, supervision, temporary structures, field offices, sanitary conveniences, and any and all other expenses incurred in carrying out the work and furnishing the material, keeping records and making reports required, and assuming risks, which have not been included in the prices in other Items of the Proposal.

3. The lump sum price shall also include the cost of demobilization once the work, as detailed in the Drawings and Documents, is complete.
4. The lump sum price for this Item shall not exceed five percent (5%) of the total amount of this bid, with payment as follows:
 - a. 50% when the Contractor has commenced Work on the Site in a diligent and continuous manner.
 - b. 50% when the Contractor has completed all Work, removed all equipment and satisfied all requirements as detailed in the contract documents.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

SECTION 01035

MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Procedures for making modifications to the Contract by change orders or other means.

B. Related Sections

1. Document 00500 - Agreement

1.02 CHANGE ORDERS

- A. In general Change Orders will be issued for modification of Contract documents which will incorporate changes in the Contract requirements, including additions or deletions in the Work; for unforeseen field conditions which will necessitate changes in the Work; changes in code provisions or other requirements of federal, state or local authority requiring changes in the Work; changes in the availability of products or for incorporating new products into the work and for changes directed by the Engineer for the benefit of the Owner.
- B. Authority to execute Change Orders shall be that of the Engineer and not of the Contractor. Changes Orders will, in general, originate by a "Change Order Proposal Request" or by issuance of a "Construction Change Authorization".
- C. Unless authorized by the Engineer, no work shall be performed that is involved in the change until a formal Change Order is issued.
- D. To initiate a Change Order, the Engineer will forward a Change Order proposal request describing the proposed changes and if required, include additional or revised drawings and specifications soliciting a formal quotation of cost and time to complete the proposed Change Order work. Upon reaching mutual agreement on the cost and time, the Engineer will sign his approval of the Change Order and submit it to the Contractor for his full signature of acceptance.

1.03 FIELD ORDERS

- A. The Engineer may, to avoid costly removal of, or alterations to, present on-going work, issue a Work Directive Change authorizing the Contractor to proceed, subject to later negotiation of the price of the change.

1.04 PRICE AGREEMENTS

- A. Prices agreed upon to cover the Change Orders may be either by mutual acceptance of a lump sum or by unit prices as stated in the Contract bid proposal or actual direct cost plus a percentage for overhead, profit and other expenses consistent with Section 00500 – Contract Agreement.
- B. Work done by a subcontractor entitles the General Contractor a percentage of the sum of the actual direct cost, not including the subcontractor's overhead and profit, consistent with Section 00500 – Contract Agreement.
- C. Method for computing the cost of the change shall be based on the net additional increase. No overhead and profit shall be deducted from prices for changes deleting work.
- D. The Change Order form document shall indicate the net adjustment (+/-) to the total Contract price as a result thereof including extension or reduction of time when applicable.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01040

COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for coordinating the various parts of Work under this Contract.

1.02 REQUIREMENTS

A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

B. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.

C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

D. Coordinate work with all utility companies necessary for completion of work under this contract.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

END OF SECTION

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SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Survey work and other field engineering responsibilities of the Contractor.

1.02 REQUIREMENTS

- A. The Contractor shall be responsible for layout of the work and the establishing of lines and grades.
- B. Establish elevations, lines, levels, reference marks, batter boards, etc., required during the progress of the Work. Verify such marks by instrument to confirm accuracy.
- C. Locate and protect survey control and reference points.
- D. Make, check, and be responsible for all measurements and dimensions necessary for the proper construction of the Work.
- E. The Engineer will be permitted to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor. The Contractor shall correct any errors found in lines, elevations, reference marks, batter boards, etc. Such a check shall not be construed as approval of the Contractor's work and shall not relieve or diminish the responsibility of the Contractor for the accurate construction and completion of the Work.
- F. Control datum for survey as shown on Drawings.

1.03 QUALITY ASSURANCE

- A. Qualifications
- B. Qualifications
 - 1. Employ a Civil Engineer or Land Surveyor registered within the State of Massachusetts, acceptable to the Engineer.
- C. Certifications
 - 1. Submit certificate signed by the Contractor's Engineer or Land Surveyor stating elevations and locations of the Work are in conformance with the Contract Documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building codes, Mechanical codes, and Electrical codes, Regulations, Permits and Fees applicable to the project.

1.02 PERMITS BY CONTRACTOR

- A. The Contractor shall secure all necessary permits from the state, city or town authorities having jurisdiction, for digging of trenches in the streets or highways and all other building and construction operations requiring permits.
- B. As a minimum the following permits are required:
 - 1. Street Opening Permit – Town of Wareham

1.03 CODES

- A. The Contractor shall conform to the requirements of and pay all fees imposed by local and State Building Authorities having jurisdiction over the Work. The Contractor is responsible to conform to all building, mechanical, electrical and plumbing code requirements.
- B. The Contractor shall conform to the latest requirements of the following codes:
 - 1. Federal, State and Municipal Laws
 - 2. Any prevailing rules and regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.

1.05 FEES

- A. The cost of all permits secured by the Contractor shall be borne by him and shall be considered as having been included in the price or prices stated in the Bid. Copies of all required permits shall be filed with the Engineer prior to starting work for which a permit is required.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01067

STATE OF MASSACHUSETTS AND LOCAL REQUIREMENTS

PART 1 - GENERAL

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- 1.01 Excerpts from Massachusetts Statutes
- 1.02 Minimum Wage Rates
- 1.03 Safety and Health

LIST OF ATTACHMENTS

- Massachusetts Minimum Wage Rates.

1.01 EXCERPTS FROM MASSACHUSETTS STATUTES

- A. In addition to the requirements as set forth under "Compliance with Laws" in the AGREEMENT, particular attention is directed to certain stipulations of Chapter 149 of the General Laws of Massachusetts, as amended to date as follows:

Section 25. "Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefore, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. "In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause forty-three of section seven of chapter four and who are qualified to perform the work to which the employment relates;

and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers then to citizens of the United States, and every contract for such work shall contain a provision to this effect."

Section 34. "Every contract, except for the purchase of, material or supplies, involving the employment of laborers, workmen, mechanics, foremen, or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than 48 hours in any one week, or more than six days in any one week, except in cases of emergency, or in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid..."

Section 34A. "Every contract for the construction, alteration, maintenance, repair or demolition of or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. "Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers employed by him in such city or town."

Attention is directed to Chapter 774 of the Acts of 1972 amending Section 39F of Chapter 30 to read as follows:

Section 39F. "(1) Every contract awarded shall contain the following subparagraphs and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

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

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

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

or mailed prior to the seventieth day after the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontractor including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

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

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

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

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor."

Attention is also directed to Chapter 774 of the Acts of 1972 further amending Chapter 30 by adding after Section 39M the following section:

Section 39M. (b) Specifications for such contracts, and specification for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefore, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.

Section 39N. "Every contract subject to section forty-four A of chapter one hundred forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party

making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

Attention is also directed to Chapter 1164 of the Acts of 1973 further amending Chapter 30 by adding after Section 39N the following two sections:

Section 39O. "Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety...

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

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than 20 days before the general contractor notified the awarding authority of the act or failure to act involved in the claim."

Section 39P. "Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event no later than thirty days after the written

submission for decision; but if such decision required extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the data by which the decision will be made."

Attention is also directed to Chapter 30, Section 39R of the General Laws of Massachusetts as amended to date as follows:

Section 39R. (a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter thirty, sections forty-four A through forty-four H, inclusive, of chapter one hundred forty-nine and sections thirty B through thirty P, inclusive, of chapter seven.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven and any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

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

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

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

alternative, a qualified opinion or a delineation to express an opinion for stated reasons.

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

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

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

(b) Subsection (a) (2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections 30B through 30P, inclusive, of chapter seven, and pursuant to section 39M of chapter 30 or to section 44A through 44H, inclusive, of chapter 149, shall provide that:

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

(2) until the expiration of six years after final payment, the awarding authority, office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his/her subcontractors that directly pertain to, and involve transactions relating to, the contractor or his/her subcontractors, and

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

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

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

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

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

(2) transactions are recorded as necessary

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

ii. To maintain accountability for assets;

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

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

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

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

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

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the awarding authority during the term of the contract a financial statement prepared by an

independent certified public accountant on the basis of an audit by sub accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

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

1.02 MINIMUM WAGE RATES

- A. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information of Minimum Wage Rates for those trades-people who may be employed for the proposed work under this contract. Minimum wage rates are included at the end of this section.

1.03 SAFETY AND HEALTH

- A. This project is subject to the Safety and Health regulation of the U.S. Department of Labor set forth in 29 CFR Part 1926, Commonwealth of Massachusetts Regulations CMR 454, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction operations (Chapter 454 CMR 10.00 et. seq.)". Contractors shall be familiar with the requirements of these regulations.

END OF SECTION



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Wareham, MA Water Pollution Control
Contract Number: **City/Town:** WAREHAM
Description of Work: Installation of approximately 4,500 feet of 1-1/4" thru 4" low-pressure sewer, 13 manholes and 120 grinder pump stations.
Job Location: Wankinquoah Avenue area

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	02/01/2022	\$57.15	\$11.39	\$22.34	\$0.00	\$90.88
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.34	\$0.00	\$62.31
2	60	\$34.29	\$11.39	\$22.34	\$0.00	\$68.02
3	70	\$40.01	\$11.39	\$22.34	\$0.00	\$73.74
4	80	\$45.72	\$11.39	\$22.34	\$0.00	\$79.45
5	90	\$51.44	\$11.39	\$22.34	\$0.00	\$85.17

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.27	\$8.68	\$1.73	\$0.00	\$32.68
2	60	\$26.72	\$8.68	\$1.73	\$0.00	\$37.13
3	70	\$31.17	\$8.68	\$14.78	\$0.00	\$54.63
4	75	\$33.40	\$8.68	\$14.78	\$0.00	\$56.86
5	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
6	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
7	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00
8	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.45/ 3&4 \$36.57/ 5&6 \$56.36/ 7&8 \$62.54

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN ELECTRICIANS LOCAL 223	03/01/2022	\$44.89	\$11.25	\$15.51	\$0.00	\$71.65
	09/01/2022	\$46.35	\$11.50	\$16.18	\$0.00	\$74.03
	09/01/2023	\$47.87	\$11.75	\$16.86	\$0.00	\$76.48

Apprentice - ELECTRICIAN - Local 223

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.96	\$11.25	\$0.54	\$0.00	\$29.75
2	45	\$20.20	\$11.25	\$0.61	\$0.00	\$32.06
3	50	\$22.45	\$11.25	\$0.67	\$0.00	\$34.37
4	55	\$24.69	\$11.25	\$0.93	\$0.00	\$42.87
5	60	\$26.93	\$11.25	\$0.92	\$0.00	\$45.60
6	65	\$29.18	\$11.25	\$0.98	\$0.00	\$48.31
7	70	\$31.42	\$11.25	\$0.98	\$0.00	\$51.08
8	75	\$33.67	\$11.25	\$0.98	\$0.00	\$53.83

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.54	\$11.50	\$0.56	\$0.00	\$30.60
2	45	\$20.86	\$11.50	\$0.63	\$0.00	\$32.99
3	50	\$23.18	\$11.50	\$0.70	\$0.00	\$35.38
4	55	\$25.49	\$11.50	\$0.75	\$0.00	\$44.34
5	60	\$27.81	\$11.50	\$0.76	\$0.00	\$47.17
6	65	\$30.13	\$11.50	\$0.87	\$0.00	\$50.00
7	70	\$32.45	\$11.50	\$0.89	\$0.00	\$52.84
8	75	\$34.76	\$11.50	\$0.94	\$0.00	\$55.66

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$47.18	\$14.00	\$16.05	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$48.72	\$14.00	\$16.05	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$23.33	\$14.00	\$16.05	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44
2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93
3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54
4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03
5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32
6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82
7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10
8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$13.80	\$12.42	\$0.00	\$49.47
2	60	\$27.90	\$13.80	\$13.36	\$0.00	\$55.06
3	70	\$32.55	\$13.80	\$14.31	\$0.00	\$60.66
4	80	\$37.20	\$13.80	\$15.25	\$0.00	\$66.25

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.30	\$9.10	\$16.64	\$0.00	\$48.04
2	70	\$26.01	\$9.10	\$16.64	\$0.00	\$51.75
3	80	\$29.73	\$9.10	\$16.64	\$0.00	\$55.47
4	90	\$33.44	\$9.10	\$16.64	\$0.00	\$59.18

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
Painter (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$8.65	\$0.00	\$0.00	\$31.16
2	55	\$24.76	\$8.65	\$6.27	\$0.00	\$39.68
3	60	\$27.01	\$8.65	\$6.84	\$0.00	\$42.50
4	65	\$29.26	\$8.65	\$7.41	\$0.00	\$45.32
5	70	\$31.51	\$8.65	\$19.63	\$0.00	\$59.79
6	75	\$33.77	\$8.65	\$20.20	\$0.00	\$62.62
7	80	\$36.02	\$8.65	\$20.77	\$0.00	\$65.44
8	90	\$40.52	\$8.65	\$21.91	\$0.00	\$71.08

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$8.65	\$0.00	\$0.00	\$30.46
2	55	\$23.99	\$8.65	\$6.27	\$0.00	\$38.91
3	60	\$26.17	\$8.65	\$6.84	\$0.00	\$41.66
4	65	\$28.35	\$8.65	\$7.41	\$0.00	\$44.41
5	70	\$30.53	\$8.65	\$19.63	\$0.00	\$58.81
6	75	\$32.72	\$8.65	\$20.20	\$0.00	\$61.57
7	80	\$34.90	\$8.65	\$20.77	\$0.00	\$64.32
8	90	\$39.26	\$8.65	\$21.91	\$0.00	\$69.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPELAYER LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	05/01/2022	\$24.50	\$12.91	\$6.90	\$0.00	\$44.31
	08/01/2022	\$24.50	\$13.41	\$6.90	\$0.00	\$44.81
	05/01/2023	\$25.00	\$13.41	\$6.90	\$0.00	\$45.31
	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
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For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$37.41	\$13.95	\$17.85	\$2.08	\$71.29
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Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.96	\$13.95	\$4.10	\$1.02	\$34.03
2	45	\$16.83	\$13.95	\$4.61	\$1.09	\$36.48
3	50	\$18.71	\$13.95	\$11.26	\$1.35	\$45.27
4	55	\$20.58	\$13.95	\$11.26	\$1.41	\$47.20
5	60	\$22.45	\$13.95	\$14.60	\$1.53	\$52.53
6	65	\$24.32	\$13.95	\$14.88	\$1.59	\$54.74
7	70	\$26.19	\$13.95	\$15.16	\$1.66	\$56.96
8	75	\$28.06	\$13.95	\$15.44	\$1.72	\$59.17
9	80	\$29.93	\$13.95	\$15.72	\$1.79	\$61.39
10	85	\$31.80	\$13.95	\$15.57	\$1.85	\$63.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2022	\$57.92	\$10.44	\$22.10	\$0.00	\$90.46
	10/01/2022	\$59.45	\$10.44	\$22.10	\$0.00	\$91.99
	03/01/2023	\$60.98	\$10.44	\$22.10	\$0.00	\$93.52
	10/01/2023	\$62.56	\$10.44	\$22.10	\$0.00	\$95.10
	03/01/2024	\$64.18	\$10.44	\$22.10	\$0.00	\$96.72
	10/01/2024	\$65.80	\$10.44	\$22.10	\$0.00	\$98.34
	03/01/2025	\$67.42	\$10.44	\$22.10	\$0.00	\$99.96

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.27	\$10.44	\$12.35	\$0.00	\$43.06
2	40	\$23.17	\$10.44	\$13.10	\$0.00	\$46.71
3	45	\$26.06	\$10.44	\$13.85	\$0.00	\$50.35
4	50	\$28.96	\$10.44	\$14.60	\$0.00	\$54.00
5	55	\$31.86	\$10.44	\$15.35	\$0.00	\$57.65
6	60	\$34.75	\$10.44	\$16.10	\$0.00	\$61.29
7	65	\$37.65	\$10.44	\$16.85	\$0.00	\$64.94
8	70	\$40.54	\$10.44	\$17.60	\$0.00	\$68.58
9	75	\$43.44	\$10.44	\$18.35	\$0.00	\$72.23
10	80	\$46.34	\$10.44	\$19.10	\$0.00	\$75.88

Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.81	\$10.44	\$12.35	\$0.00	\$43.60
2	40	\$23.78	\$10.44	\$13.10	\$0.00	\$47.32
3	45	\$26.75	\$10.44	\$13.85	\$0.00	\$51.04
4	50	\$29.73	\$10.44	\$14.60	\$0.00	\$54.77
5	55	\$32.70	\$10.44	\$15.35	\$0.00	\$58.49
6	60	\$35.67	\$10.44	\$16.10	\$0.00	\$62.21
7	65	\$38.64	\$10.44	\$16.85	\$0.00	\$65.93
8	70	\$41.62	\$10.44	\$17.60	\$0.00	\$69.66
9	75	\$44.59	\$10.44	\$18.35	\$0.00	\$73.38
10	80	\$47.56	\$10.44	\$19.10	\$0.00	\$77.10

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2021	\$37.63	\$11.25	\$13.17	\$0.00	\$62.05
	09/01/2022	\$38.16	\$11.25	\$13.31	\$0.00	\$62.72
	09/01/2023	\$39.40	\$11.50	\$13.91	\$0.00	\$64.81
	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$56.09	\$11.39	\$22.34	\$0.00	\$89.82
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.34	\$0.00	\$61.78
2	60	\$33.65	\$11.39	\$22.34	\$0.00	\$67.38
3	70	\$39.26	\$11.39	\$22.34	\$0.00	\$72.99
4	80	\$44.87	\$11.39	\$22.34	\$0.00	\$78.60
5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$84.21

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
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TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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SECTION 01069

HEALTH & SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for providing a Health and Safety Plan and maintenance of health and safety while performing the Work.

1.02 PAYMENT PROCEDURES

- A. Provision for "Health & Safety Requirements" will not be paid separately, but shall be considered a subsidiary obligation of the Contractor, with costs thereof distributed among the contract unit prices for the other items of work.

1.03 REQUIREMENTS

- A. The Contractor is responsible to monitor working conditions at all times during construction and, if it is found to be necessary, to provide appropriate protective clothing, equipment and facilities for his personnel, and to establish workplace procedures to ensure their safety, and to enforce the use of these procedures, equipment and facilities in accordance with the following guidelines:
 - 1. Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, and 29 CFR 1920 - Safety and Health Regulations for Construction.
 - 2. U.S. Environmental Protection Agency Interim Standard Operating Safety Guidelines - Office of Emergency and Remedial Response - Hazardous Response Support Division, Rev. September 1982.
 - 3. U.S. Environmental Protection Agency Medical Monitoring Program Guidelines.
- B. The Contractor shall implement a Health and Safety protection program. The procedures for such implementation shall be submitted to the Engineer and Owner for approval. The procedures shall include provisions for stations allowing workers to wash and to put on and remove protective clothing, and stations for vehicles to be cleaned, if necessary, before leaving the site, air monitoring, and evaluation of areas where unsafe levels of gas has accumulated.
- C. The Contractor shall comply with all Federal, State, and local safety requirements related to the presence of combustibile and nausea-inducing gases.
- D. In addition to the above requirements, the Contractor shall comply with the following requirements:

1. All construction equipment on the site shall be equipped with vertical exhaust pipes or a sparkproof exhaust.
 2. Smoking shall not be permitted in any area where gases can accumulate, or in areas where geomembrane liners are being installed.
 3. Welding or open flames shall not be permitted in enclosed areas. In other areas in which a detectable concentration of methane is found, ground mats shall be used.
 4. Toxic gas indicators, a combustible gas indicator, and fire extinguishers shall be available at all times during operations. Periodic monitoring with portable monitoring devices shall be employed in areas susceptible to gas accumulation, with the Contractor furnishing daily to the Engineer, three (3) copies of a certified statement of their findings.
- E. During operations, whenever unsafe levels of landfill gases are detected, all work will cease in that area until acceptable levels are reached.

1.04 SHOP DRAWINGS

- A. Submit site specific Health and Safety Plan (HASP) that complies with all applicable OSHA requirements to the Engineer for review and acceptance within fifteen (15) working days of the Contractor's Notice to Proceed. Certified Industrial Hygienist must certify the Contractor's plan prior to submittal to and review by the Engineer. The Contractor is not to proceed with any subsurface site work without review and acceptance of the submitted Health and Safety Plan by the Engineer.

1.05 QUALITY ASSURANCE

- A. Engage an independent, qualified Health and Safety expert having experience in similar construction conditions, to monitor site conditions and recommend all necessary Health and Safety protection. This person shall be a Certified Industrial Hygienist (CIH). The Contractor shall follow such recommendations and shall provide such protection to his personnel, and personnel of the Owner and Engineer, as may be affected.

1.06 REGULATORY REQUIREMENTS

- A. Establish workplace procedures, enforce the use of these procedures, and the associated equipment and facilities in accordance with the following guidelines:
1. Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, and 29 CFR 1920 - Safety and Health Regulations for Construction.
 2. Occupational Safety and Health Standards, 29 CFR 1926 - Safety and Health Regulations for Construction.
 3. U.S. Environmental Protection Agency Medical Monitoring Program Guidelines.

1.07 SITE CONDITIONS

- A. The Contractor's attention is directed to the fact that the work includes connecting new pipelines to the existing water, sewer and drainage systems. In addition to confined space issues, hazardous gasses and oxygen depletion may be encountered in the existing sewer system where proposed work is to take place.
- B. The Contractor is also responsible for reviewing site specific investigation reports included in the Appendix of these specifications.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 PROTECTION

- A. If, at any time, the Owner or the Engineer is apprised of a safety hazard which demands immediate attention because of its high potential for harm to the public travel, persons on or about the work, or public or private property, the Owner or the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as necessary and the Contractor shall comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, then the Owner may put the work into such a condition that is shall be, in his opinion, in all respects safe, and the Contractor shall pay all expenses of such labor materials as may have been used for this purpose by him or by the Owner. The fact that the Owner or the Engineer does not observe a safety hazard or does not order the Contractor to take remedial measures shall in no way relieve the Contractor of the entire responsibility for any costs, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Owner acting under authority of this Section.
- B. If the Contractor is alerted to the fact that conditions of high hazard are present or can be present at the site during the performance of the work. It is the responsibility of the Contractor to take appropriate safety precautions to meet whatever conditions of hazard may be present during the performance of the work, whether reasonably foreseeable or not. The safety conditions enumerated in the within Specifications are the minimum permissible and neither the Owner nor the Engineer make any representation that the safety standards provided herein will be adequate to meet all eventualities. The Contractor is therefore alerted to the fact that it shall be its responsibility to anticipate and provide such additional safety precautions, facilities,

personnel and equipment as shall be necessary to protect life and property from whatsoever conditions of hazard are present or may be present.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reference material, abbreviations, and terms used in the Construction Documents and establishes edition dates and complete titles for standards referenced elsewhere in the Specifications.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Obtain copies of standards when required by Contract Documents.
- C. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
- D. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 SCHEDULE OF REFERENCES

AA	Aluminum Association 818 Connecticut Ave. N.W. Washington, DC 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219
AFBMA	Anti-Friction Bearing Manufacturers Association

AGC	Associated General Contractors of America 1956 E Street, N.W. Washington, DC 20006
AGM	American Gear Manufacturers Association
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16 th Street, N.W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANS	American National Standard
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
API	American Petroleum Institute
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209
ASCE	American Society of Civil Engineers 345 East 47 th Street New York, NY 10017
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329

ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWG	American or Brown and Sharpe Wire Gage
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091
CS	Commercial Standard
EJCDC	Engineers' Joint Contract Document Committee American Consulting Engineers Council 1015 15 th Street, N.W. Washington, DC 20005
FM	Factory Mutual System 1151 Boston-Providence Turnpike PO Box 688 Norwood, Massachusetts 02062
Fed Spec.	Federal Specification General Services Administration Specification and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407

IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IPS	Iron Pipe Size
JIC	Joint Industry Conference Standards
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
NASSCO	National Association of Sewer Service Companies 101 Wymore Road, Suite 521 Altamonte, FL 32714
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association PO Box 781 Herndon, VA 22070
NCPWB	National Certified Pipe Welding Bureau
NEMA	National Electrical Manufacturers' Association 2101 'L' Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NPT	National Pipe Thread
OS&Y	Outside screw and yoke
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077

SMACNA	Sheet Metal and Air Conditioning Contractors' National Assoc. 8224 Old Court House Road Vienna, VA 22180
Stl. WG	U.S. Steel Wire Washburn and Moen, American Steel and Wire or Roebling Gage
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
USS Gage	United States Standard Gage
125-lb. ANS	American National Standard for Cast-Iron Pipe Flanges and Flange
250-lb. ANS	Fittings, Designation B16.1-1975, for the appropriate class

1.04 EDITION DATES

- A. Reference to publications and reference material shall be understood to mean the latest edition, unless stated otherwise.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01170

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for environmental protection during and as the result of construction operations under this Contract except for those measures set forth in other provisions of these Specifications.
2. Environmental protection requires consideration of air, water and land, noise, solid waste management, vector and fire control.

B. Related Sections

1. Section 01300 - Submittals
2. Section 02228 - Waste Material Disposal

1.02 QUALITY ASSURANCE

A. Requirements of regulatory agencies:

1. In order to prevent environmental pollution and to provide for environmental protection arising from construction activities related to the performance of this Contract, the Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental protection, as well as the specific requirements stated in the Section and elsewhere in the Specifications.

1.03 SUBMITTALS

A. Under the requirements of Section 01300 - Submit the following.

B. Implementation Plan

1. Prior to commencement of the work, the Contractor shall:
 - a. Submit in writing his plans for implementing this Section for environmental protection.
 - b. Meet with the Engineer to develop mutual understandings relative to compliance with the provisions of this Section and administration of the environmental protection program.

C. Temporary Excavation and Embankments

1. If the Contractor proposes to construct temporary roads or embankments and excavations for work areas, he shall submit the following for approval prior to scheduled start of such temporary work:
 - a. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - b. Plans and cross-sections of proposed embankments and their foundations, including a description of proposed materials.
 - c. A landscaping plan showing the proposed restoration of the area. Removal of any necessary trees and shrubs outside the limits of existing cleared areas shall

be indicated. The plan shall provide for the obliteration of construction scars and shall provide for a reasonably natural appearing final condition of the area. Modification of the Contractor's plans shall be made only with the written approval of the Engineer. No unauthorized road construction, excavation or embankment construction, including disposal areas will be permitted.

D. Erosion Sedimentation Plan

1. The Contractor shall submit to the Engineer, a detailed erosion and sedimentation plan for approval at least 10 days prior to initiation of work. The plan shall include location and construction details of the Contractor's proposed dikes, basins, etc. The Contractor shall provide and submit his control measures for stockpile material.

PART 2 PRODUCTS

2.01 GENERAL

- A. All materials shall be as specified elsewhere in this Specification.

PART 3 EXECUTION

3.01 PROTECTION OF LAND RESOURCES

- A. It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition, or be restored to a condition after completion of construction, that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his construction activities to areas defined on the Drawings or in the Specifications except with written approval of the property owners and the Engineer.
- B. Limits of working areas include areas for storage of construction material, and shall be cleared in a manner which will enable satisfactory restoration and which will not affect the environment during or after the construction period. The Contractor shall not enter beyond the working limits of the working area except with written approval of the Engineer and Owner.
- C. The location of areas for storage of the Contractor's materials required temporarily in the performance of the work, shall be within the limits of the working area and shall require written approval of the Engineer prior to use. The preservation of the landscape shall be an imperative consideration in the selection of all such sites. Where temporary structures are constructed on sidehills, the Engineer may require cribbing to be used to obtain level foundation. Benching or leveling of earth may not be allowed, depending on the location of the proposed facility.
- D. The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which permit the growth of vegetation thereon. The disturbed areas shall be graded and filled as

required, and topsoil shall be spread to a depth of approximately 6 inches over the entire area and the entire area shall be seeded.

3.02 PROTECTION OF WATER RESOURCES

- A. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumen's, calcium chloride, acids or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers, streams and impounded water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through, or bodies of water adjacent to, the project area.
- B. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation basins or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations should be held to a minimum.
- C. Apply temporary mulch on denuded ground immediately after rough grading is completed. This shall apply to all areas not subject to appreciable traffic during construction, even those that are to receive some form of construction later if ground is to be exposed 30 days or more.
- D. Stream and drainage ditch crossings by fording with equipment shall be limited to control turbidity, and in areas of frequent crossings, temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the project. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.
- E. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.
- F. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waterways shall be disposed of by the Contractor in accordance with the **applicable governing regulations**. If any waste material is dumped in unauthorized area, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as specified hereinbefore, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

3.03 MAINTENANCE

- A. The Contractor shall dispose of all discarded debris and aggregate samples in a manner approved by the Engineer. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations. Services shall be accomplished to the satisfaction of the Engineer.

- B. The Contractor shall frequently remove materials no longer required on the site so that, at all times, the site, access routes to the site and any other areas disturbed by his operations shall present a neat, orderly, workmanlike appearance.
- C. Before semi-final payment, the Contractor shall remove all surplus material, plant of any description, and debris of every nature resulting from his operations, and put the site in a neat, orderly condition; and restore all areas which have been used for storage of materials and equipment, and all areas which have been disturbed by his operations, to their original condition or to a condition satisfactory to and approved by the Engineer.

3.04 DUST CONTROL

- A. The Contractor shall maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others or contaminate surface water.

3.05 NOISE CONTROL

- A. The Contractor shall use every effort and means possible to minimize or eliminate noise caused by his operation which the Engineer may consider objectionable.
- B. All equipment utilized by the Contractor at the Landfill shall be equipped with adequate muffler systems to minimize on-site noise generation.

3.06 ODOR CONTROL

- A. Suitable measures shall be taken to minimize odors at the Landfill. Any odors originating from the Contractor's operations which expose solid waste shall be minimized by immediately covering with adequate layers of approved cover material.
- B. Under no circumstances shall exposed solid waste remain uncovered overnight.

3.07 LITTER CONTROL

- A. Any litter generated by the Contractor's operation, whether from disturbance of existing buried solid waste or generated in the course of performing the work under Contract, shall be collected and properly disposed of on a daily basis.

3.08 VECTOR CONTROL

- A. Sanitary measures and conditions shall be maintained at the Landfill, by the Contractor, at all times in order to avoid harboring, feeding, and breeding of vectors.

3.09 FIRE PREVENTION AND CONTROL

- A. Open burning of any type within the Landfill or on adjacent property is prohibited.

- B. The Contractor shall take necessary precautions and implement procedures to prevent and control fires, whether on the Landfill or within a piece of equipment used in performing the work under Contract.

3.10 PROHIBITED CONSTRUCTION PROCEDURES

- A. The Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors, and floodplains is strictly prohibited. Any violation of this restriction by the Contractor or any person employed by him, will be brought to the immediate attention of the responsible regulatory agencies.
- B. The Contractor shall comply with the following requirements regarding prohibited construction procedures as follows:
 - 1. Dumping of spoil material into any stream corridor, any wetland, any surface waters, or at unspecified locations.
 - 2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, any wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors or any wetlands.
 - 4. Damaging vegetation adjacent to, or outside of, the area of the work.
 - 5. Disposal of trees, brush and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
 - 6. Permanent or unspecified alteration of the flow line of any stream.
 - 7. Open burning of project debris.
 - 8. Location of storage stockpile areas in environmentally sensitive areas.
 - 9. Disposal of excess or unsuitable excavation material in wetlands or floodplains even with permission of the property owner.

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SECTION 01200

PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for project meetings.

1.02 PRECONSTRUCTION CONFERENCE

- A. The Engineer will schedule and administer a pre-construction conference.
- B. The pre-construction conference will be scheduled and administered within fourteen (14) calendar days after the dated "Notice to Proceed". The Contractor shall be prepared to address such topics as projected construction schedules, major personnel, critical work areas, construction facilities and shop drawing submittals.

1.03 PROGRESS MEETINGS

- A. The Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at minimum monthly intervals.
- B. The time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.
- C. The Engineer will, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to participants, and those affected by decisions made.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

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SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for submission of schedules and shop drawings.

1.02 PROGRESS SCHEDULE

- A. Refer to Section 01310 Construction Progress Schedule for Critical Path Method (CPM) construction scheduling requirements.
- B. Special attention is directed to the requirement that the Contractor shall start the Work, as specified under this Contract, no later than thirty (30) calendar days after the execution of the Contract Documents, unless otherwise directed by the Owner. The Contractor shall comply with all pre-construction requirements as specified. The Owner reserves the right to delay the commencement of the Work or any part thereof if the specified requirements as determined by the Engineer have not been satisfied. The Owner further reserves the right to limit or, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest and/or safety to do so.
- C. The Contractor shall contact the appropriate town or city authorities concerning any public or semi-public events that may occur during the construction period that may affect construction. The Contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose. No claims for extras will be allowed because of any delay, extra materials handling, extra excavation, etc. caused by the imposed restrictions. However, additional time may be granted for completion of the work to compensate for delays caused by said restrictions.

1.03 SHOP DRAWINGS

- A. Submit six (6) copies of all shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for the Contract, and materials and equipment for which such drawings are specifically requested.
- B. A maximum of two (2) submittals of each shop drawing will be reviewed by the Engineer. If more submittals are required due to the Contractor's neglect or failure to fulfill the requirements of the Contract plans and specifications, or to make

corrections or modifications required by the Engineer in the review of the first two submittals, the Engineer will review the submittal and the Contractor will be responsible for the cost of the review, as determined by the Owner based on the Engineer's documentation of time and rates for additional services established in the Engineering Agreement between the Owner and the Engineer.

- C. If resubmittals on shop and working drawings are required, the Engineer will retain three (3) copies and three (3) copies will be returned to the Contractor. When resubmittals are returned to the Engineer, six copies of the complete submittal shall again be required.
- D. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When the dimensions are of particular importance, or when specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract.
- E. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.
- F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings to eliminate delay to the Work due to the absence of such drawings. All shop and working drawings must be submitted to the Engineer within thirty (30) calendar days prior to incorporation into the Work, unless otherwise permitted by the Engineer. **Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals.** The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. Prior to and during the progress of the Work the schedule shall be revised and resubmitted as requested by the Engineer.
- G. No material or equipment shall be purchased or fabricated for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which review is required.
- I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets,

except those which are made by changing existing standard shop and working drawings. All drawings shall be clearly marked with the names of the Owner, Contractor, and building, equipment, or structure to which the drawing applies, and shall be suitable numbered. Submitted shop drawings shall be accompanied by a letter of transmittal, completed by the Contractor as approved by the Engineer.

- J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.
- K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- L. The review of shop and working drawings by the Engineer will be general only, and nothing contained in this Section shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance as specified. The Contractor shall be responsible for errors and omissions in shop drawings.
- M. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires, appurtenances, or layouts etc., either existing or as detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do the work necessary to make such modifications.
- N. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

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SECTION 01310

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

1. Requirements for computer generated Critical Path Method (CPM) construction scheduling and Narrative progress report.
2. No portion of this specification shall take precedent over SECTION 00500-Contract Agreement.

1.02 SUBMITTALS

A. Submit in accordance with SECTION 01300-Submittals

1. Quality Assurance/Control Submittal
 - a. Name and version of CPM software proposed for use.
 - b. List of construction projects completed on which progress of work was controlled with CPM software.
2. Schedule
 - a. Within **14 days** following the execution of the Contract, the Contractor shall submit two color copies of a computer-generated schedule and a list of activities to the Engineer. Following review by the Engineer and Owner the Contractor shall meet with the Engineer and Owner to discuss the review. The Contractor shall incorporate the Engineer's comments into the schedule and submit eight color copies of the revised schedule within 14 days following receipt of the Engineer's comments.

PART 2 PRODUCTS

2.01 SOFTWARE

- A. Computer based scheduling software used by the Contractor shall be the product of a recognized commercial computer software producer and shall be capable of meeting the requirements specified herein.

PART 3 EXECUTION

3.01 PREPARATION

A. General

1. The Contractor shall prepare his proposed CPM schedule based on a breakdown of work tasks that he has developed.
2. The construction schedule and updates shall be prepared by the Contractor or the Contractor's qualified consultant.

B. Schedule

1. Each schedule shall be prefaced with the following summary data:
 - a. Contract name and number
 - b. Contractor's Name
 - c. Contract duration
 - d. The effective or starting date of the schedule
 - e. Revision date of the latest schedule.
2. The CPM schedule shall be sequenced by early start date and shall include the following minimum items:
 - a. Activity Name
 - b. Estimated duration
 - c. Activity description
 - d. Early start date (calendar date)
 - e. Early finish date (calendar date)
 - f. Latest allowable start date (calendar date)
 - g. Latest allowable finish date (calendar date)
 - h. Status (whether critical)
 - i. Estimated cost of the activity
 - j. Float (total and free)
 - k. Major milestones
3. Separate milestones shall be included for Notice-to-Proceed and Project Completion Date.
4. Activities shall include major components of the work including submittals that might impact the critical path, subcontractor work, major and critical equipment design, fabrication, testing, delivery and installation times, system/subsystem/component testing, process and facility startup, training, demobilization, project cleanup and closeout. Critical portions of process instrumentation and control system work, shall be defined in detail in a sub schedule.

5. The sum of the costs assigned to the activities shall be equal to the Contract price. Activity costs shall not be assigned to submittals or submittal reviews. Provide a table showing the anticipated monthly percentage of completion, based on the total contract price.
6. Critical activities, predecessors, free float and total float shall be clearly displayed on the schedule in graphical form. Schedules that contain activities showing negative float or that extend beyond the contract completion date will not be approved.
7. Each schedule submittal shall also include a list of activities in the order in which the activities will be performed, along with activity durations, activity predecessors, type of predecessor (finish-start, finish-finish, start-start, lead/lag), and any dependency or required date.
8. The schedule shall be based on a standard 5-day work week with allowance for holidays and adverse weather.
9. Engineer's approval of the CPM schedule is advisory only and shall not relieve the Contractor of responsibility for accomplishing the work prior to the contract completion date. Omissions and errors in the approved CPM schedule shall not excuse performance less than that required by the Contract. Approval by the Engineer in no way makes the Engineer an insurer of the CPM schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of approval by its agent, the Engineer, of the CPM schedule.

C. Narrative Progress Report

1. Include as a minimum:
 - a. Summary of work completed during the previous period (since submission of last narrative progress report).
 - b. Explanation for variations between actual work completed in previous period and planned work as reported in last period.
 - c. Summary of work planned during the next period.
 - d. Current and anticipated delaying factors and their estimated impacts on other activities and milestones, both critical and non-critical.
 - e. Corrective actions taken or proposed.
2. A Narrative Progress Report shall be submitted monthly to the Engineer, at least 5 working days prior to the progress meeting.
3. At the discretion of the Engineer, the Contractor may be required to submit a revised CPM schedule showing completion to date and any changes to the previous schedule.

3.02 MONITORING SCHEDULE

- A. The CPM approved construction schedule shall be used by the Contractor throughout the duration of the project for planning, organizing, and directing the Work, and for reporting progress of the Work
- B. The Contractor is solely responsible for monitoring schedule compliance. When a delay to the critical path occurs, the Contractor shall immediately notify the Engineer in writing. Within one week of the notification, the Contractor shall submit for the Engineer's approval, a description of proposed actions to return the project to schedule.

3.03 MODIFYING SCHEDULE

- A. If the Contractor desires to make changes in his method of operating which affect the approved CPM schedule, he shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer approves these changes, the Contractor shall revise and submit for approval, without additional cost to the Owner, all of the affected portions of the CPM schedule.
- B. It may be necessary for the contract schedule or completion time to be adjusted by the Owner to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the Owner or its representatives and other unforeseeable conditions which may indicate schedule adjustments or completion time extensions. Under such conditions, the Engineer will direct the Contractor to reschedule the work or contract completion time to reflect the changed conditions and the Contractor shall revise his schedule accordingly.
- C. Float time is a project resource available to both the Contractor and the Owner to meet contract milestones and completion dates. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited and use of float time disclosed or implied by use of alternate float suppression techniques shall be shared to proportionate benefit of OWNER and CONTRACTOR.
- D. If the Contractor provides an accepted schedule with an early completion date, the Owner reserves the right to reduce the Time of Completion to match the early completion date by issuing a deductive Change Order at no change in Contract Price.

END OF SECTION

SECTION 01381

AUDIO VIDEO RECORDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for color audio video recording of all existing roadway and right-of-way conditions.

1.02 REQUIREMENTS

A. Pre Construction recording

1. Furnish to the Engineer an original and one copy of a continuous color audio video recording. Take recording prior to any construction activity.
2. Recordings to be of sufficient detail to accurately and clearly show the existing, preconstruction conditions of this entire area of the Work. Each recording to include an audio description of the area being video recorded.
3. Coverage shall include, but not limited to, all existing roadways, sidewalks, curbing, driveways, buildings, structures, above ground utilities, landscaping, trees, signage and other physical features located within the zone of influence of the Work. The coverage may be expanded if directed by Engineer.
4. All recordings will be done during daylight hours. No recording shall be performed if weather is not acceptable, such as rain, fog, etc.

- B. The Engineer reserves the right to reject any recordings because of poor quality.

- C. Any recordings rejected by the Engineer shall be rerecorded at no additional cost.

1.03 SUBMITTALS

- A. Provide references of similar projects for review by the Engineer, include owner contacts and telephone numbers.

1.04 QUALITY CONTROL

- A. The recording shall be performed by a qualified, established audio video recording firm knowledgeable in construction practices and inspection procedures.

PART 2 PRODUCTS

2.01 AUDIO VIDEO MEDIA

- A. Recording media shall be Digital Video Disk (DVD), single layer (4.7 GB capacity), DVD+R or DVD-R format. Contractor to ensure that recording is capable of playback on both commercial DVD players and computer DVD-ROM drives.

PART 3 EXECUTION

3.01 AUDIO AND VIDEO RECORDING

- A. Each recording shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- B. Information appearing on the recording must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- C. Digital information will be as follows:
 - 1. Day, date and time
- D. Time must be accurate to within 1/10 of a second and continuously generated.
- E. Written documentation must coincide with the information on the recording so as to make easy retrieval of locations sought for a later date.
- F. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photographic negatives or digital image files in commonly accepted image file formats (e.g. .jpg, .tif, .etc.).
- G. Audio shall be recorded at the same time as the video recording. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- H. All DVD's shall bare labels with the following information:
 - 1. DVD Number
 - 2. Owner's Name
 - 3. Date of Recording
 - 4. Project Name and Number
 - 5. Location and Standing Limit of recording

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Contractor's quality control of products, suppliers, manufacturers, services, site conditions, and workmanship, to produce Work of specified quality.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Comply fully with manufacturers' instructions, including each step in sequence.
- B. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified to be removed, clear area only after field sample has been accepted by the Engineer.

1.04 CERTIFIED WELDERS

- A. Structural welds shall be made only by operators who have been qualified by tests, as prescribed in the "Standard Qualification Procedure" of the American Welders Society, to perform the type of work required.

- B. Pipe welds shall be made only by operators who have been qualified by the National Certified Pipe Welding Bureau and each operator's qualification record shall be submitted to the Engineer before any work is performed.
- C. Shop welding shall be in accordance with the "Code for Welding in Building Construction".

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Qualification, duties and responsibilities of testing laboratories.
2. Coordination and scheduling responsibilities of the Contractor.

B. Related Sections

1. Section 01600 - Materials and Equipment

1.02 PAYMENT PROCEDURES

A. Initial Testing

1. The Contractor will pay for testing services required by the Engineer, unless noted otherwise.

B. Retesting

1. When tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. E329, Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

1.04 REQUIREMENTS

A. Work included:

1. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the Work.
2. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.
3. Where no testing requirements are described, but the Owner directs testing, the Contractor shall provide testing under the requirements of this Specification.

1.05 QUALITY ASSURANCE

A. Qualifications

1. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.

B. Regulatory requirements

1. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.
2. Regulatory Requirements Inspections and tests required by codes or ordinances, or by a plan approved authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01600 - Materials and Equipment.
- B. Promptly process and distribute, to the Engineer, required copies of test reports and instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

1.07 SCHEDULING

- A. Establishing schedule
 1. By advance discussion with the testing laboratory, determine the time required for the laboratory to perform its tests and to issue each of its findings.
 2. Provide all required time within the construction schedule.
 3. Coordinate testing activity with the appropriate testing laboratory.
- B. Revising schedule
 1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Site Tests
 1. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
 2. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

END OF SECTION

SECTION 01510

TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for temporary utilities required during construction.

1.02 GENERAL REQUIREMENTS

- A. The Contractor is responsible for payment of all costs associated with the installation and operation of all temporary utilities necessary for the completion of the work. The Temporary Utilities to be paid by the Contractor include but are not limited to the following: Electricity, Water, Sanitary, Heating, Ventilation, Plumbing and other services required to complete the work.

1.03 TEMPORARY WATER

- A. Temporary pipelines and connections from the permanent service lines, necessary for the use of the General Contractor and his Subcontractors shall be installed, protected, and maintained at the expense of the General Contractor.
- B. Provide an adequate supply of drinking water from an approved source of acceptable quality, satisfactorily cooled, for his employees and those of his Subcontractors.

1.04 TEMPORARY ELECTRICITY

- A. Provide electrical energy required for temporary lighting and power.
- B. Assume all costs necessary to provide a temporary, separately metered electric service for all construction.
- C. Temporary wiring of a special nature shall be paid for by the Contractor including but not limited to special circuits required by electric welders, elevators, lifts, pumps or other special equipment requiring high-amperage and/or special voltage service and exterior lighting circuits for protection against vandalism, public warning lights and lights for advertising, etc.
- D. The General Contractor and all Subcontractors, individually, shall furnish all extension cords, sockets, motors, and accessories required for their work. They shall also pay for all temporary wiring of construction offices and buildings used by them.
- E. Temporary wiring installed by the Electrical Subcontractor shall be removed after it has served its purpose.
- F. Electrical work to be done in accordance with applicable codes.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide adequate sanitary facilities for the use of those employed on the Work. Sanitary facilities shall be made available when the first employees arrive on the site of the Work, be properly secluded from public observation, and be maintained during the progress of the Work in suitable numbers.
- B. Maintain sanitary facilities in an orderly and sanitary condition at all times and enforce their use. Rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or any adjacent property.

1.06 TEMPORARY HEATING

- A. Within 30 calendar days after the execution of this Contract, submit in writing to the Engineer for approval, three copies of method and time schedule for heating during construction which shall concur with his progress schedule submitted under Specification Section 01300.
- B. The installation and operation of heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection. Heating devices which may cause damage to finish surfaces shall not be used.
- C. After the permanent heating system has been installed, tested, and made ready for operation, the Contractor may, at his own risk and expense, use it for providing heat for protection of the Work. He shall provide and pay for all fuel and care necessary, and, when the Work is ready for acceptance, he shall, at his own expense, put the system into first-class condition, even to the extend of replacing worn or damaged parts as directed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01560

TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for cleaning, maintenance of the site, barriers and fences required during construction.

1.02 CLEANING DURING CONSTRUCTION

- A. Unless otherwise specified under the various trade Sections of the Specifications, the General Contractor shall perform clean-up operations during construction as herein specified.
 - 1. Control accumulation of waste materials and rubbish; periodically dispose of off-site. Bear all costs, including fees resulting from disposal.
 - 2. Clean interior areas prior to start finish work and maintain areas free of dust and other contaminants during finishing operations.
 - 3. Maintain project in accordance with all local, State and Federal Regulatory Requirements.
 - 4. Store volatile wastes in covered metal containers, and remove from premises.
 - 5. Prevent accumulation of wastes that create hazardous conditions.
 - 6. Provide adequate ventilation during use of volatile or noxious substances
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.
 - 4. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
 - 5. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.
 - 6. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and wind blown debris, resulting from construction operations.

7. Provide on-site containers for collection of waste materials, debris, and rubbish.
8. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas off the construction site.
9. Handle material in a controlled manner with as little handling as possible. Do not drop or throw materials from heights.
10. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.
11. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
12. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc. shall, upon completion of the work, be left in a clean and neat condition.

1.03 DUST CONTROL

- A. Provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions or performance obligations of the General Contractor.

1.04 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts for clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.05 NOISE CONTROL

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

1.06 POLLUTION CONTROL

- A. Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows, if any along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any pools or other bodies of water.

1.07 SURFACE WATER CONTROL

- A. Take all precautions to prevent damage to the work or equipment by high waters or by storms. The Engineer with the approval of the Owner may prohibit the carrying out of any work at any time when in his judgement, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.
- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Owner.

1.08 BARRIERS AND ENCLOSURES

- A. Fences and Barricades
 - 1. Provide and maintain temporary fences, barriers, lights, guardrails, and barricades as indicated in the Contract Documents, or as necessary to secure the Work and adjacent property, and protect persons and property.
 - 2. Obtain necessary approvals and permits and provide temporary expedients as necessary to accommodate tasks requiring items mentioned herein.
- B. Protection of Trees

1. The Contractor shall take care not to harm trees along the sides of roads or with in the existing facility in which the construction work is to be done or trees on adjacent lands except as indicated on the drawings or with the written permission of the Owner and any other owner of the trees involved. Care shall be taken not to cut tree roots so as to harm the growth of trees to remain.
2. If, in the opinion of the Engineer, any trees damaged during construction can be repaired, the Contractor shall satisfactorily repair same at no further cost to the Owner.
3. If, in the opinion of the Engineer, any tree damaged during construction cannot be repaired and should be removed, the Contractor shall satisfactorily remove and replace, in kind, same at no further cost to the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01570

TRAFFIC REGULATIONS
(MASSACHUSETTS)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for traffic control for the duration of the Contract.

1.02 REFERENCES

- A. Manual of Uniform Traffic Control devices (MUTCD) 1988 Edition including all latest revisions.

1.03 PERFORMANCE REQUIREMENTS

- A. Contractor shall have the sole responsibility for the maintenance and protection of traffic.
- B. An authorized representative of the Contractor shall be available on a 24-hour basis for the duration of the Contract for the purpose of correcting construction related impediments or hazards.

1.04 SHOP DRAWINGS

- A. In accordance with SECTION 01300 – SUBMITTALS, submit a traffic plan delineating requirements of this section, the Contract Drawings, and the **Town of Wareham, MA**.
- B. Traffic control plans shall detail all typical work zones and detours.

1.05 SITE CONDITIONS

- A. Replace at no cost to the Owner pavement markings, legends and lane arrows removed or damaged by the construction operation.
- B. Restore temporary detours to original condition.
- C. Replace traffic signal loops damaged during construction with in 72 hours.

1.06 SCHEDULING

- A. There shall be no time limitations on construction operations except those hours and locations where noise regulations may apply, as required for the maintenance of traffic as required by the **Town of Wareham, MA**, or as otherwise restricted in the Contract Documents.
- B. Keep closing of travel lanes to a minimum.
- C. Notify city departments 48 hours prior to construction operations on travel ways.
 - A. Police Department (508-295-1212)
 - B. Fire Department (508-295-2973)
 - C. Sewer Department (508-295-6144)

PART 2 PRODUCTS

2.01 TRAFFIC CONTROL DEVICES

- A. In accordance with the MUTCD.

PART 3 EXECUTION

3.01 INSTALLATION OF TRAFFIC CONTROL DEVICES

- A. In accordance with the MUTCD.

3.02 PROTECTION OF TRAFFIC

- A. Barricade trenches and roadway excavations at the end of each work period with temporary precast concrete barriers, properly lighted and marked to guide traffic to designated travel lane. Or other means acceptable to the Engineer and approved on the Traffic Plan.
- B. Maintain and protect traffic movements for the entire length of the project.
- C. Keep one lane of traffic open at all times except for brief stoppages dictated by the construction operation involving safety of vehicles in the travel lanes.
- D. Maintain access to business and private ways during construction operations.
- E. Furnish sufficient number of signs, temporary precast concrete barriers, warning lights, drums and traffic cones to warn traffic of construction and guide traffic through the construction area in accordance with the MUTCD.

3.03 TRAFFICMEN

- A. Provide service of uniformed trafficmen as required to complete construction as required by the Owner.

END OF SECTION

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SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for delivery, storage, handling and installation of systems, materials, manufactured units, equipment, components, and accessories used in the work.

B. Related Sections

1. Section 01300 - Submittals

1.02 DELIVERY

A. Refer to Specifications' Sections for requirements pertaining to delivery and handling of materials and equipment.

B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, dry.

C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

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

1.03 STORAGE AND PROTECTION

A. Refer to Specifications' Sections for requirements pertaining to storage and protection of materials and equipment.

B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.

C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged, and are maintained under required conditions.

1.04 INSTALLATION STANDARDS

- A. Comply with Specifications and referenced standards as minimum requirements.
- B. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.
- C. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- F. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300 - Submittals, distribute copies to persons involved, and maintain one set in field office.
- G. Perform work in accordance with details of instructions and specified requirements.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01700

CONTRACT CLOSE-OUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for specific administrative procedures, record keeping, close-out submittals, and forms used at substantial and final completion of the Work.
- B. Contractor shall satisfy all administrative requirements within the Contract Documents and the Requirements listed in this section prior to Contract Close-out.

1.02 FINAL CLEANING

- A. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.
- B. The Contractor shall restore or replace, when and as directed, any public or private property damage by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, the Contractor shall do as required, all necessary highway or driveway, walk and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly as practicable as work progresses and shall not be left until the end of the contract period.
- C. Unless otherwise specified under the various Sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- D. At completion of work, remove waste materials, rubbish tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- E. Cleaning shall include all surfaces, interior and exterior in which the Contractor and all Subcontractors have had access whether existing or new.

- F. Refer to Sections of the Specifications for cleaning of specific products or work.
- G. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- H. Use only those cleaning materials and methods that are recommended by the manufacturer of surfaces material to be cleaned.
- I. Employ experienced workmen, or professional cleaners, for final cleaning operations.

1.03 PROJECT RECORD DOCUMENTS

- A. Project Record Documents also referred here as As-Built Drawings shall consist of all the contract drawings.
- B. The Contractor and all Subcontractors shall be required to maintain one set of As-Built Drawings, as the work relates to their Sections of the Specifications, at the site.
- C. As-Built Drawings shall be stored and maintained in the General Contractor's field office apart from other documents used for construction. The As-Built Drawings shall be maintained in a clean, dry, and legible condition and shall not be used for construction purposes.
- D. As-Built Drawings shall be available at all time for inspection by the Engineer. All deficiencies noted shall be promptly corrected.
- E. At the end of each month and before payment for materials installed, the Contractor, and his Subcontractors, shall review As-Built Drawings for purpose of payment. If the changes in location of all installed elements are not shown on the as-built drawings and verified in the field, then the material shall not be considered as installed and payment will be withheld.
- F. At the completion of the contract, each Subcontractor shall submit to the Contractor a complete set of his respective As-Built Drawings indicating all changes. After checking the above drawings, the Contractor shall certify in writing on the title sheet of the drawings that they are complete and correct and shall submit the As-Built Drawings to the Engineer.

1.04 FINAL INSPECTION

- A. The Contractor shall submit written certification that:
 - 1. Project has been inspected for compliance with Contract Documents.

2. Equipment and systems have been tested in the presence of the manufacturer's representative and are operational and satisfactory.
3. Project is completed, and ready for final inspection.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01740

WARRANTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.02 SUBMITTAL

- A. Submit written warranties to the Owner prior to the date fixed by the Engineer for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than a date of Substantial Completion for the Work, or a designed portion of the Work, submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner prior to acceptance of this portion of the Work.
- C. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

1.03 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.

- F. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.04 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01800

MAINTENANCE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for maintaining work completed under this Contract.

1.02 MAINTENANCE PERIOD

- A. The general maintenance period for all construction or materials under this Contract shall be one (1) year subsequent to the date of the acceptance of the work by the Owner, or as provided by other sections of this Specification.
- B. If the Owner puts any structure or equipment to use prior to acceptance of all work under the Contract, the maintenance period for such structures or equipment shall be calculated from the time use begins.
- C. Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any damage of material or work without cost to the Owner, to satisfaction of Engineer, in conformance with Contract Documents provided orders for replacement and/or repairs are received in writing by the Contractor within the one-year period.
- D. This Section shall in no way limit the duration of the Contractor's responsibility for the correction of any defect due to workmanship or materials provided by the Contractor which are not in compliance with the Contract Documents.

1.03 ABUSE OF WORK

- A. Contractor is not obligated to perform work of replacement or repair that he may prove is required because of abuse by parties other than the Contractor, after the date the Owner puts to continuous use the work requiring replacements or repair, or after date the Owner has approved the Certificate of Completion.

1.04 EMERGENCY REPAIRS

- A. If the Owner deems necessary, the Owner shall order replacement or repairs be undertaken within 24 hours.
- B. If the Contractor delays or fails to make the ordered replacement or repairs within the time specified, the Owner shall have the right to make such replacements or repairs

and the expense shall be deducted from moneys due the Contractor, or moneys of the Contractor retained by the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DIVISION 2

SECTION 02080

MANAGEMENT OF CONTAMINATED SOIL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for the on-site management of Suspect Soil.
- B. Requirements for the on-site management and off-site disposal of the Contaminated Soil.
 - 1. The soil is anticipated to include gasoline-impacted soil.
- C. For purposes of this Section, the Engineer is BETA Group, Inc. (BETA).
- D. Additionally, the Licensed Site Professional (LSP) is BETA.

1.02 RELATED SECTIONS

- A. Section 01069 - Health and Safety Requirements
- B. Section 02140 - Dewatering
- C. Section 02200 - Earthwork

1.03 DEFINITIONS

- A. "Suspect" soil are those believed by the Engineer (but not yet confirmed by laboratory testing) to contain concentrations of contaminants above MassDEP's RCS-1 reportable concentrations, all excess soil will be considered "Suspect." At other areas, the designation of "Suspect" will be made by the Engineer based on field screening, visual observation and or olfactory indications.
- B. "Contaminated" soil shall be defined as those containing concentrations of contaminants above MassDEP's RCS-1 reportable concentrations based on Contractor's laboratory analytical results. The designation of "Contaminated" soil will be made by Engineer, subject to verification by Contractor's testing at the discretion of Engineer. Classification of the soil may be changed, based upon actual analytical results.

1.04 SUBMITTALS

- A. In accordance with Section 01300 submit the following:
 - 1. A Soil Management Plan which includes but is not limited to:
 - a. Qualifications demonstrating that personnel are properly qualified and trained to perform the Work in accordance with applicable OSHA regulations and all laws governing the Work.
 - b. Equipment and materials to be used in handling contaminated soils.
 - c. Permits, Licenses, Certificates and Approvals required for the performance of this Work.
 - d. Notification/reporting requirements with respect to unforeseen conditions.
 - e. Disposal Facility(ies) documentation,
 - 1) Provide information on the proposed disposal facility(ies) for the transportation and disposal of contaminated material potentially requiring disposal. The

submittal shall also include copy of required permits and licenses held by the disposal facility(ies).

- 2) Complete listing of any notices of violations, citations, or administrative complaints issued to the proposed facility, by any federal, state, or local agency.
- 3) List of analyses and number of samples per volume of material required by the proposed disposal facility.

2. Disposal Records,

- a. Within 21 days of completion of the Work, the Contractor shall provide to the Engineer a copy of all manifests, gate receipts, bills-of-lading, and records of final waste disposition from the accepting disposal facility(ies), and all other documentation, including, dates and quantities relating to the off-site transportation and disposal of waste.

1.05 QUALITY ASSURANCE

A. Qualifications

1. The Contractor, or its Remediation Subcontractor, shall:
 - a. Be appropriately trained and/or licensed to remove contaminated soils.
 - b. Have a minimum of three (3) years' experience in successfully performing work similar in size and scope to the Work under this Contract.
 - c. Have adequate insurance mechanisms in place to handle any accidents, and associated third-party compensation.
 - d. Have a preparedness and prevention program, a hazardous waste contingency plan, and a personnel training program which includes any necessary OSHA and DOT training and certification.
 - e. If hazardous wastes are to be transported, have or obtain a valid EPA identification number to transport hazardous materials and any other permits or licenses as required by federal, state, and local laws, regulations, ordinances, and procedures.

B. Regulatory Requirements

1. Work under this Section shall be performed in strict compliance with all applicable Federal, State and local laws, rules, regulations related to the handling and management of contaminated wastes and regulated soil.
2. The Contractor shall conduct all environmental work in accordance with sampling guidelines, laboratory methods, and quality assurance/quality control procedures as required by the Massachusetts Department of Environmental Protection (MassDEP) and any other agency governing the Work under this Contract.
3. Pertinent Federal and State Authorities having jurisdiction over this project include:
 - a. Occupational Safety and Health Administration (OSHA)
 - b. U.S. Environmental Protection Agency (EPA)
 - c. Massachusetts Department of Environmental Protection (MassDEP)
4. The following OSHA regulations apply:
 - a. Occupational Safety and Health Standards, Hazardous Waste Operations and Emergency Response - 29 CFR 1910.120.
 - b. Safety and Health Regulations for Construction - 29 CFR 1926.

5. Work to be conducted in accordance with the Contractors Health and Safety Plan (HASP) submitted under Section 01069.

C. Permits, Notification and Reporting

1. The Contractor shall be responsible for securing all necessary and applicable permits, certificates, licenses, and approvals required for the performance of this Work and shall be responsible for the payment of all associated fees.
2. The Contractor shall be responsible for all notifications required by federal, state, and local laws, regulations, ordinances, and procedures. All notifications shall be coordinated with Engineer.
3. The Contractor shall comply with all required reporting and record keeping requirements in accordance with the provisions of this Contract and all applicable federal, state, and local laws, regulations, ordinances and procedures.
4. Although not anticipated at this time, if necessary, Engineer will prepare any Utility Release Abatement Measure (URAM) Plans or subsequent status and closure reports for submittal to MassDEP.

1.06 SITE CONDITIONS

- A. The Contractor shall satisfy her/himself as to the conditions existing at the site of the Work, the type of equipment required to perform this Work, and the quality and quantity of the materials to be removed insofar as this information is reasonably ascertainable from an inspection of the, as well as from information presented elsewhere in these Contract Documents. Any failure of the Contractor to acquaint her/himself with available information will not relieve her/him from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Engineer assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Engineer.

1.07 MANAGEMENT OF EXCESS SOIL

- A. In accordance with MassDEP regulations, suspect soil may be re-used as backfill. To the extent possible, all soil excavated will be re-used as backfill. If directed by Engineer, Contractor shall segregate excess and/or unsuitable (either for contamination or geotechnical issues) soils and dispose offsite as specified.

1.08 SCHEDULING

- A. Contractor to coordinate the recycle/disposal of excavated wastes and soil based upon in-situ and/or characterization sampling and analytical results as approved by the Engineer.
 1. The Contractor shall only use the services of a disposal facility approved by the Engineer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. The Contractor shall monitor airborne dusts during operations within contaminated soil locations. It will also be the Contractor's responsibility to determine when dust control methods are to be employed. All instrument measurements must be recorded in a daily log.
- B. The Contractor shall implement dust control measures during stockpiling activities. If it is not practicable to cover stockpile during excavation activities, the Contractor is required to provide wet suppression of exposed soils.
- C. In the event that excavation is conducted near storm water drainage basins or inlet manholes, the Contractor must protect the drainage structures with filter fabric or provide similar protection to prevent sediment loading and migration of contaminated soils and sediments to the structures.

3.02 ON-SITE OBSERVATION AND FIELD SCREENING OF EXCAVATED AND IN-SITU SOIL

- A. Prior to commencement of Work, the Contractor shall receive from the Engineer a base site plan. The site plan shall be used for recording field observations and as the basis for Contractor-supplied sketches and drawings.
- B. All field observations shall be recorded by the Contractor. These observations shall include, the depth and location of any stained soil, any noticeable odors, depth to groundwater, and presence or absence of a sheen on water.
- C. If appropriate, field screening shall include headspace analyses in a jar or plastic bag performed using a portable photoionization detector or equivalent instrument. The Contractor shall be responsible for properly calibrating the instrument each day and recording the calibration in a daily log which shall include the following information:
 - 1. Name of device or instrument calibrated.
 - 2. Date of calibration.
 - 3. Results of calibration.
 - 4. Name of person performing the calibration.
 - 5. Identification of the calibration gas.
 - a. The Contractor is responsible for providing fully charged instrument(s) at the start of each work day.
- D. When applicable, field screening samples shall be taken from numerous locations within the excavation. Samples shall be taken from any area that appears to be visibly contaminated or where an odor is noted.
 - 1. The Contractor shall summarize all site activities and quantities involved in the work on a work sheet each day to be submitted to and resolved with the Engineer or Owner's Representative at the end of each day.
- E. Excavation to be in accordance with Section 02200 in addition to the requirements of this Section.
- F. Dewatering to be in accordance with Section 02140 in addition to the requirements of this Section.

3.03 SOIL STOCKPILING

- A. As stated above, to the extent possible, all soil excavated will be re-used as backfill.
- B. All excess and/or “suspect” soil, as identified by Engineer shall be initially stockpiled:
 - 1. In lined roll-off containers: All roll-off containers shall be covered with 6-millimeter polyethylene sheeting or equivalent at the end of every working day. Sheeting shall be properly secured such that it remains intact during inclement weather conditions. Roll-off containers will be stored at a location(s) approved by Engineer.
- C. Costs for disposal of “Suspect” soil found not to be contaminated will be the responsibility of the Contractor.
- D. When directed by Engineer, Contractor shall segregate apparently uncontaminated or lightly contaminated materials from materials identified as potentially more heavily contaminated by visual observation, petroleum odor, field screening results, or laboratory results.

3.04 SAMPLING AND TESTING

- A. The Contractor is responsible for sampling and analyses as may be required by the receiving disposal facility(ies) for off-site disposal of Contaminated soil. Testing fees shall be included for payment under the appropriate Bid Allowance Item.
- B. Any additional samples collected and/or tested by the Contractor shall be for his own convenience only, and shall not be the basis for classification, determination of limits, or payment.

3.05 TRANSPORTATION AND DISPOSAL

- A. The Contractor shall be responsible for the off-site transportation and disposal of all soil that cannot be returned to the excavation generated from excavation activities. The decision on disposal of soils shall be based on a comparison of laboratory results to disposal facility acceptance criteria and MassDEP cleanup standards.
- B. All soil requiring off-site disposal shall be properly disposed off-site at permitted and regulated disposal facility(ies) in good standing and holding current, valid permits and licenses in accordance with all federal, state, and local laws, regulations, ordinances, and procedures. The Contractor shall be responsible for the initial identification and selection of the disposal facility(ies) which shall be submitted for review and approval by the Engineer.
- C. The Contractor shall package all soil in DOT-approved containers and/or transport in DOT-approved vehicles.
- D. The Contractor shall properly label and placard all soil as required for off-site transportation in accordance with all federal, state, and local laws, regulations, ordinances, and procedures.
- E. Transporter vehicles used for the transportation of soil shall be covered, compatible with substance to be carried, licensed, insured, and permitted pursuant to federal, state, and local laws, regulations, ordinances, and procedures.
- F. All vehicles departing the site shall be properly logged to show the vehicle identification, driver’s name, time of departure, destination, and approximate volume and content of material carried.

- G. No materials shall leave the site unless a disposal facility willing to accept all of the material being transported has agreed in writing to accept the type and quantity of waste.
- H. Engineer will be responsible for providing appropriate shipping documentation; such documentation will be either a Bill of Lading or a Material Shipping Record. The Engineer will sign as the LSP and the Owner will sign as the generator of the waste.
- I. Owner will be responsible for all LSP services, analytical costs and regulatory compliance documentation under the Massachusetts Contingency Plan (MCP).
- J. Documentation shall be maintained indicating that all applicable laws have been satisfied and that all soil has been successfully transported and received at the disposal facility(ies). Signatures from the receiving location of all materials transported off-site are required. The Contractor shall be held accountable for ensuring that all requirements of the transporter and receiving disposal facility(ies) and federal, state, and local laws, regulations, ordinances, and procedures are complied with and properly documented.
- K. Actual quantities which are subject to unit prices in the Bid shall be tabulated by the Contractor and verified by the Engineer on a daily basis. The Remediation Contractor shall not be reimbursed for unit price work performed without the prior approval of quantities by the Engineer.

3.06 MAINTENANCE OF SITE.

- A. Throughout the performance of this Contract, the Contractor shall be responsible for preventing a release or the spread of contaminated or hazardous materials as a result of the Contractor's operations.

3.07 CLEANUP

- A. During the course of the Work, the Contractor shall keep the site and his operations clean and neat at all times. The Contractor shall remove and haul away any surplus materials, equipment, temporary facilities, and refuse and leave the site in a neat and orderly condition.

END OF SECTION

SECTION 02100

SITE PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for removal of vegetation and topsoil at the site.

1.02 DEFINITIONS

- A. Clearing: Removal of trash, vegetation, or organic matter alive or dead.
- B. Grubbing: Removal of vegetation including stumps, buried logs and roots.
- C. Scalping: Removal of grass turf to a depth of 3 inches.
- D. Stripping: Removal of topsoil after scalping operation is complete.

1.03 QUALITY ASSURANCE

- A. Obtain Engineer's approval of staked work limits prior to starting the clearing, grubbing, and stripping.

1.04 PROJECT/SITE CONDITIONS

- A. Environmental Requirements
 - 1. Install erosion and sediment controls prior to starting the Work.
- B. Existing Conditions
 - 1. Temporarily remove property improvements, to the minimum extent necessary, to complete the work and restore improvements to condition which existed prior to construction.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Chips from cleared trees and brush.

PART 3 EXECUTION

3.01 PROTECTION

- A. Do not cut or injure any trees or other vegetation outside the limits of disturbance and/or the Town Right of Way, as indicated on the drawings.
- B. Trees, shrubbery, or planting, along the traveled highways or roads, shall not be removed except with the written approval of the Engineer.
- C. Preserve certain vegetation such as trees, shrubs, hedges and plants within the construction area, as indicated on the drawings to be protected.
- D. Easement Clearing
 - 1. The Engineer shall designate trees to be removed within easement lines.
- E. Work In Improved Property
 - 1. Protect trees, cultivated hedges, lawns, shrubs, and plants that might be damaged by the Contractor's operations.
 - 2. Temporarily replant and care for trees less than 4 inches in diameter that would be damaged by the construction operation. After the construction operations have been substantially completed, replant in their original positions and care for until growth is reestablished. If trees, cultivated hedges, lawns, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced at the Contractor's expense by items of kind and quality existing at the start of the work.
 - 3. Do such handwork as may be required to prevent damage to buildings and improvements.
 - 4. Protect fences and stone walls and if needed to be removed to facilitate construction or if damaged, upon completion of the work, properly restore or repair to at least as good condition as existed prior to start of the work.

3.02 CLEARING

- A. Cut or remove all trees, saplings, brush, and vines, windfalls, logs, and trees lying on the ground, dead trees and stubs more than 1 foot high above the ground surface.
- B. Except where clearing is done by uprooting with machinery or where stumps are left longer to facilitate subsequent grubbing operations, trees, stumps, and the stubs to be cleared shall be cut as close to the ground surface as practicable, but no more than 6-inches above the ground surface in the case of small trees, and 12-inches in the case of larger trees. Saplings, brush, and vines shall be cut off close to the ground.
- C. Selective Trimming
 - 1. Cut back limbs and branches of trees to be preserved only to the extent necessary for construction.
 - 2. Trim neatly, and cleanly so that the remaining tree will not be damaged and healing will be facilitated. Where limbs and branches over 1 inch in diameter have been cut, the newly cut area of the tree shall be given a thorough application of approved tree-healing paint.

D. Salvaged Wood

1. Logs, timber and other wood removed in the course of clearing found to be acceptable, as determined solely by the Engineer, shall remain the property of the applicable private property owner or the Owner, unless otherwise directed by the Engineer.
2. Cut logs, timber and other wood in 4 foot lengths and stack, as directed by the Engineer.
3. Prior to the final completion of the contract, all unclaimed logs, timber and other wood previously cut and stacked shall be removed from the site and properly disposed of by the Contractor at no additional cost to the Owner.

E. Chips from Cleared Wood and Brush

1. Stockpile for future use on cleared easements as indicated on the Drawings.
2. Spread at locations shown on the drawings once work is substantially complete.
3. If the wood chips from the cleared wood are not of sufficient amount, the Contractor at his own expense shall furnish the required amount to provide a minimum thickness as shown on the Contract Drawings.
4. Elm wood and elm bark shall not be used as chips for ground cover.

3.03 GRUBBING

- A. Remove completely all stumps.
- B. Remove to a depth of 12-inches all roots larger than 3-inches in diameter.
- C. Remove to a depth of 6-inches all roots larger than 1/2-inches in diameter.
- D. Measure depths from the existing ground surface or the proposed finished grade, whichever is the lower.

3.04 STRIPPING

- A. Strip topsoil, loam and unsuitable earth from the ground surface in areas cleared and grubbed.
- B. Utilize topsoil and loam, where possible, for finished surfacing.
- C. All loam to remain on site.
- D. Dispose of unsuitable materials off site at authorized disposal location.

3.05 DISPOSAL OF CLEARED AND GRUBBED MATERIALS

- A. Dispose of cleared and grubbed materials off site at authorized disposal location.
- B. Such disposal shall be carried on as promptly as possible after removal of material in the clearing and grubbing operations and shall not be left until the final period of cleaning up.

- C. Elm bark whether stripped from the wood or intact with the wood shall be either buried at least 1 ft. below grade in approved dumping areas or burned in a suitable incinerator off-site with satisfactory anti pollution and fire prevention controls to prevent the spread of Dutch Elm Disease.

END OF SECTION

SECTION 02200

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for; excavating in earth for trenches and structures; backfilling excavations; furnishing necessary material; compaction; constructing embankments and fills; miscellaneous earth excavations and miscellaneous grading.

B. Related Sections

1. Section 01025 - Measurement and Payment
2. Section 01410 - Testing Laboratory Services
3. Section 02215 - Aggregate Materials

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM).

1. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).

1.03 MEASUREMENT AND PAYMENT PROCEDURES

A. Sheeting

1. As specified in SECTION 01025.

B. Test Pits

1. Where determination of the exact location of pipe or other underground structure is necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations. When such test pits may be properly considered as incidental to other excavation, the Contractor shall receive no additional compensation, the work being understood to be included as part of the excavation.

1.04 QUALITY ASSURANCE

A. Field Samples

1. Provide samples of materials as requested by the Engineer, to the Quality Control Engineer hired by the Owner, prior to delivery of materials on site, in order to facilitate field testing of compaction operations and material properties.

1.05 PROJECT/SITE CONDITIONS

A. Existing Conditions

1. There are pipes, drains, and other utilities in locations not indicated on drawings, no attempt has been made to show all services, and completeness or accuracy of information given is not guaranteed.

1.06 MAINTENANCE

- A. Maintain all work in accordance with SECTION 01800.

PART 2 PRODUCTS

2.01 MATERIALS

A. Suitable Aggregate

1. The nature of materials will govern both acceptability for backfill and methods best suited for placement and compaction.
2. All material whether from excavations or from borrow pits, after being placed and properly compact, will make a dense stable fill and containing no vegetation, masses of roots, individual roots more than 18 inches long, or more than 1/2 inch in diameter, stones over 6 inches in diameter, or porous matter.
3. Organic matter to be well distributed and not to exceed minor quantities.

B. Trench and Excavation Backfill

1. In general, and unless other material is indicated on drawings or specified, material used for backfilling trenches and excavations shall be suitable material which was removed in the course of making the construction excavations. If sufficient suitable material is not available from the excavations, the backfill material shall be crushed stone, gravel borrow or select borrow as directed by the Engineer, in according to respective Specification Sections.

C. Structure Backfill

1. Unless otherwise indicated or specified, all fill and backfill under structures and pavement adjacent to structures shall be compacted gravel borrow containing not more than 10 percent material passing a 200 sieve. When coarse aggregate and fine aggregate are indicated or specified for use under structures, they shall conform to the requirements for coarse and fine aggregate specified in SECTION 03300.

D. Filling and Embankment Backfill

1. Suitable selected materials available from the excavations and not required for backfill around pipes or against structures may be used for filling and building embankments, except as otherwise specified. Material needed in addition to that available from construction operations shall be obtained from suitable gravel banks or other suitable deposits. The Contractor shall furnish, at his own expense, all borrow material needed on the work.

E. Additional materials

1. Concrete: In accordance with SECTION 03300.
2. Crushed stone: In accordance with SECTION 02215.
3. Gravel borrow: In accordance with SECTION 02215.

4. Select borrow: In accordance with SECTION 02215.

2.02 EQUIPMENT

A. Well Points

1. Designed to drain soil and prevent saturated soil from flowing into excavation.

B. Pumping Units

1. Designed for use with the wellpoints, capable of maintaining a high vacuum and, handling large volumes of air and water at the same time.

C. Underdrain Pipe

1. HDPE pipe enclosed in crushed stone encased in filter fabric.
2. Sewer pipe of quality know as "seconds".

2.03 SOURCE QUALITY CONTROL

A. Provide Engineer with access to location of off site sources of materials.

B. Geotechnical Testing:

1) Particle size/Stone size in accordance with ASTM D422/ASTM C136/C136M. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:

- (a) ¾-inch Crushed Stone
- (b) 2-inch Crushed Stone
- (c) Gravel Borrow/Select Borrow
- (d) Dense Grade Material
- (e) Topsoil
- (f) Low Permeability Soil

2) Material classification in accordance with ASTM D2487. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:

- (a) ¾-inch Crushed Stone
- (b) 2-inch Crushed Stone
- (c) Gravel Borrow/Select Borrow
- (d) Dense Grade Material
- (e) Topsoil
- (f) Low Permeability Soil

3) Modified Proctor in accordance with ASTM D1557. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:

- (a) ¾-inch Crushed Stone
- (b) 2-inch Crushed Stone
- (c) Gravel Borrow/Select Borrow
- (d) Dense Grade Material
- (e) Topsoil
- (f) Low Permeability Soil

- (g) Suitable Site Materials (one test for every 2,000 cubic yards each type-excavated material)
- 4) Hydraulic conductivity analysis in accordance with ASTM D5856-15. Perform one test for every 2,000 cy of the following types of material to be incorporated into the work:
 - (a) Low Permeability Soil
- 5) Hydraulic conductivity analysis in accordance with ASTM D2434 – 19. Perform one test for every 2,000 cy of the following types of material to be incorporated into the work:
 - (a) Gravel Borrow/Select Borrow
 - (b) Dense Grade Material
 - (c) Topsoil
- 6) Percent Organic Content in accordance with ASTM D2974. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:
 - (a) Topsoil
- 7) pH analysis in accordance with ASTM D4972-19. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:
 - (a) Topsoil
- C. Chemical Testing:
 - 1) Contractor shall sample all imported soil materials (i.e. Select Granular Fill, Dense Grade, Low Permeability Soil, Topsoil) for acceptance to use at the Site. Perform the following testing on each sample:
 - (a) Arsenic and Lead in accordance with USEPA SW-846 Method 6010.
 - (b) Priority Pollutant 13 Metals (PP-13) in accordance with USEPA SW-846 Method 6010 and Method 7471A.
 - (c) Total Petroleum Hydrocarbons (TPH) in accordance with USEPA SW-846 Method 8100M.
 - (d) Volatile Organic Compounds (VOC) in accordance with USEPA SW-846 Method 8260.
 - (e) Semi-Volatile Organic Compounds (SVOCs) in accordance with USEPA SW-846 Method 8270.
 - 2) At a minimum, the reporting limits shall meet MassDEP RCS-1 Exposure Criteria.
 - 3) Imported soil material must be sampled for TPH, VOC, SVOC, and PP-13 Metals every 1,000 cubic yards and must be sampled for Arsenic and Lead every 500 cubic yards. Contractor shall provide the results of all testing to the Owner 2 weeks prior to import to the Site.
 - 4) All testing results shall be below MassDEP Residential Direct Exposure Criteria.
- D. Submit documentation that all materials to be used are certified clean materials including a Certification statement attesting that the materials are virgin materials from a commercial or non-commercial source, do not contain recycled material, and that to the best of the affiant's knowledge and belief, the material is not contaminated pursuant to any applicable remediation standards and is free of extraneous or solid waste.

- E. Owner reserves the right to require additional geotechnical tests, and more frequent testing, by Contractor where there is a change in the material being delivered to the Site, at no additional cost to Owner.
- F. Contractor shall document total amount and type of material imported to the Site. All import quantities shall be based on material weight slips. Contractor shall provide these quantities and slips to Owner and Engineer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify all existing utilities and facilities prior to excavation.

3.02 PROTECTION

A. Utilities

1. Support and protect from damage existing pipes, poles, wires, fences, curbing, property line markers, and other structures, which the Engineer decides must be preserved in place without being temporarily or permanently relocated.
2. Restore items damaged during construction without compensation, to a condition at least equal prior to construction.

B. Trees

1. Enclose the trunks of trees adjacent to work with substantial wooden boxes of height necessary to protect trees from injury from piled material, equipment, operations or otherwise.
2. Employ excavating machinery and cranes of suitable type and size and operate with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.
3. When trimming is required, make all cuts smooth and neat without splitting or crushing.
4. Cover cut areas with an application of grafting wax or tree healing paint.
5. Branches, limbs, and roots shall not be cut except by permission of the Engineer.

C. Plantings

1. Protect by suitable means or temporarily replant and maintain cultivated hedges, shrubs, and plants which may be injured by the Contractor's operations
2. Replant in their original positions and care for until growth is re-established, once the construction operations have been substantially completed.
3. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to which existed prior to the start of the Work.

D. Paved surfaces

1. Do not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels shaped as to cut or injure paved surfaces.

2. All surfaces which have been injured by the Contractor's operations shall be restored to a condition at least equal to which existed prior to start of the Work.
3. Suitable materials and methods shall be used for such restoration.

3.03 PREPARATION

A. Pavement Removal

1. Remove only existing pavement as necessary for the prosecution of the work.
2. Engineer may require that pavement be cut with pneumatic tools or saws without extra compensation to Contractor, where in the opinion of the Engineer it is necessary to prevent damage to the remaining road surface.
3. Dispose large of pieces of broken pavement before proceeding with excavation.

B. Top Soil Removal

1. From areas which excavations are to be made, loam and topsoil shall be carefully removed and separately stored to be used again as directed; or, if the Contractor prefers not to separate surface materials, he shall furnish, as directed, loam and topsoil at least equal in quantity and quality to that excavated.

C. Subgrade

1. Remove loam and topsoil, loose vegetable matter, stumps, large roots, etc., from areas where embankments will be built or material will be placed for grading.
2. Shape as indicated on the drawings and prepare by forking, furrowing, or plowing to bond first layer of the new material placed.
3. Suitable Site Materials shall be used to construct the design subgrade to the elevations shown on the Drawings to the maximum extent practical.
4. Prior to fill placement, the subgrade shall be compact, dry, and free from debris, sharp objects, organic material, ice, and snow.
5. Proof-Rolling Subgrades at Outfall 217:
 - a. Prior to placing fill or constructing pavements, proof-roll the subgrade surface with sufficient proof-rolling apparatus. Before starting proof-rolling, submit to and obtain acceptance from Engineer of proof-rolling apparatus and procedures to be used.
 - b. Proof-rolling operations shall be made in the presence of Engineer. Notify Engineer at least 24 hours in advance of start of proof-rolling operations.
 - c. Subgrades displaying pronounced elasticity or deformation, deflection, cracking, or rutting shall be stabilized as directed by Engineer. Unsuitable materials shall be undercut to the depth directed by the Engineer and replaced with compacted granular fill. Other suitable stabilization methods may be directed by Engineer.
 - d. In certain areas, it may be necessary to stabilize soft subgrades at the base of excavations with $\frac{3}{4}$ -inch Crushed Stone prior to placement of backfill. A layer of 8-ounce Geotextile shall be placed between the exposed subgrade and crushed stone as well as between the crushed stone and the overlying geotextile if deemed appropriate by the Engineer.
6. Site shall be properly graded to limit surface water from entering the Work areas or ponding on the exposed soil subgrade. The exposed soil subgrade may be sensitive to disturbance and strength degradation in the presence of excess

- moisture. Construction traffic over the exposed soil subgrade shall be limited to the extent practical. The subgrade should also be considered frost susceptible.
7. Above the groundwater table, excavations and backfilling shall be conducted in the dry to the extent practical.
 8. Contractor shall excavate in such a manner as to minimize disturbance of the underlying natural ground. Deterioration of the subgrade between excavation and initial fill placement shall be the responsibility of Contractor and shall be repaired at Contractor's expense.
 9. The subgrade shall be observed by Engineer prior to installation of capping materials and/or fill placement. Sufficient time must be given to Engineer to observe and perform any necessary tests on the subgrade.
 10. The cap subgrade shall be free of sharp objects and prepared in accordance with Section 02272 – Geotextile Materials.
 11. As part of subgrade preparation, certain conveyance piping and manhole structures, which extend below the design subgrade elevations, shall be installed as shown on the Drawings.

3.04 RELOCATION AND REPLACEMENT OF EXISTING STRUCTURES

- A. The structures to which the provisions of this article apply include pipes, wires, and other structures which meet all of the following:
 1. Are not indicated on the drawings or otherwise provided for.
 2. Encroach upon or are encountered near and substantially parallel to the edge of the excavation.
 3. In the opinion of the Engineer will impede progress to such an extent that satisfactory construction cannot proceed until they have been changed in location, removed (to be later restored), or replaced.
- B. In removing existing pipes or other structures, the Contractor should use care to avoid damage to materials, and the Engineer shall include for payment only those new materials which, in his judgment, are necessary to replace those unavoidably damaged.
- C. Whenever the Contractor encounters certain existing structures as described above and is so ordered in writing, he shall do the whole or such portions of the work as he may be directed to change the location of, remove and later restore, or replace such structures, or to assist the Owner thereof in so doing. For all such work, the Contractor shall be paid under such items of work as may be applicable, otherwise as Extra Work.
- D. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) later restore them to a condition which existed prior to the start of the Work, all without additional compensation. The restoration of fences shall be done as promptly as possible and not left until the end of the construction period.

3.05 SHEETING AND BRACING

- A. Furnish, put in place, and maintain such sheeting, bracing, etc., as necessary to support the sides of the excavation and to prevent any movement of earth which could in any way

diminish the width of the excavation to less than that necessary for proper construction, or could otherwise injure or delay the work, or endanger adjacent structures.

- B. Whenever possible, sheeting shall be driven ahead of the excavation to avoid loss of material from behind the sheeting. If it is necessary to excavate below the sheeting, care shall be taken to avoid trimming behind the face along which the sheeting will be driven. Care shall be taken to prevent voids outside of the sheeting, but, if voids occur, they shall be filled immediately with sand and compacted.
- C. Leave in place to be embedded in the backfill, or concrete, all sheeting, bracing, etc., which is indicated on the drawings to be left in place. Leave in place any and all other sheeting, bracing, etc., which the Engineer may direct to leave in place, at any time during the progress of the work, for the purpose of preventing injury to structures or property.
- D. The Engineer may direct that sheeting and bracing to be left in place be cut off at any specified elevation.
- E. All sheeting and bracing not to be left in place shall be carefully removed in such manner as not to endanger the construction or other structures. All voids left or caused by the withdrawal of sheeting shall be backfilled immediately using suitable materials and compaction methods.

3.06 DEWATERING

- A. Ensure proper conditions at all times during construction, provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) to intercept and/or remove promptly and dispose properly all water entering trenches and other excavations. Keep excavations dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.
- B. Dispose of all water pumped or drained from the work in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Provide suitable temporary pipes, flumes, or channels for water that may flow along or across the site of the work.
- C. Provide adequate sedimentation and/or erosion control methods at all times to ensure soil stabilization and protection of surrounding areas including any designated wetlands and/or waterways encountered.
- D. Underdrains
 - 1. Temporary underdrains, if used, shall be laid in trenches beneath the grade of the structure. Trenches shall be of suitable dimensions to provide room for the chosen size of underdrain and its surrounding gravel.
 - 2. Underdrains, if used, shall be laid at a suitable distance below the bottom of the normal excavation and with open joints wrapped in cheesecloth or filter fabric approved by the Engineer, and entirely surrounded by graded gravel, or crushed stone to prevent the admission of sand or other soil into the underdrains. The distance between the bottom of the pipe or structure and the top of the bell of the underdrain pipe shall be at least 3 in. unless otherwise permitted. The space between the underdrain and the pipe or structure

shall be filled with graded gravel or crushed stone which shall be rammed if necessary and left with a surface suitable for laying the pipe or building the structure.

E. Drainage Wellpoint System

1. If necessary, dewater the excavations by means of an efficient drainage wellpoint system which will drain the soil and prevent saturated soil from flowing into the excavation.
2. The installation of the wellpoints and pump shall be done under the supervision of a competent representative of the manufacturer. The Contractor shall do all special work such as surrounding the wellpoints with sand or gravel or other work which is necessary for the wellpoint system to operate for the successful dewatering of the excavations.

3.07 EXCAVATION

A. Execute operation of dewatering, sheeting and bracing without undermining or disturbing foundations of existing structures or of work previously completed under this contract.

B. Excavate to widths that provide suitable room for:

1. Building structures or laying and jointing piping.
2. Placing all sheeting, bracing, and supports.
3. Cofferdamming, pumping and draining.

C. Render bottom of excavations firm, dry and acceptable in all respects.

D. Do not plow, scrap or dig by machinery, earth at finished subgrade which results in disturbance of material below subgrade, unless indicated or specified, and remove with pick and shovel, last of material to be excavated, just before placing pipe, masonry or other structure.

E. Make all excavations in open, except as otherwise specified or permitted.

F. Excavation Near Existing Facilities

1. As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools. Such manual excavation when incidental to normal excavation shall be included in the work to be done under items involving normal excavation.

G. Unauthorized Excavation

1. If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted gravel borrow, if the excavation was for a pipeline, or with Class B concrete, if the excavation was for a masonry structure.

H. Unsuitable Material

1. If material unsuitable for foundation (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the Drawings and/or Specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted, crushed stone, gravel borrow, fine aggregate or concrete as directed.

3.08 TRENCHING

A. Trench Excavation

1. Where pipe is to be laid in specified bedding material or concrete cradle, the trench may be excavated by machinery to, or to just below, the designated subgrade, provided that the material remaining at the bottom of the trench is no more than slightly disturbed.
2. Where pipe is to be laid directly on the trench bottom, the lower part of trenches in earth shall not be excavated to subgrade by machinery, but, just before the pipe is to be placed, the last of the material to be excavated shall be removed by means of hand tools to form a flat or shaped bottom, true to grade, so that the pipe will have a uniform and continuous bearing and support on firm and undisturbed material between joints except for limited areas where the use of pipe slings may have disturbed the bottom.

B. Depth Of Trench

1. Excavate trench to depths permitting the pipe to be laid at the elevations, slopes, or depths of cover indicated on the drawings, and at uniform slopes between indicated elevations.

C. Width Of Trench

1. Excavate trench as narrow as practicable and do not widen by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.
2. Excavate trenches with approximately vertical sides between the elevation of the center of the pipe and an elevation 1 ft. above the top of the pipe.

D. Trench Excavation In Fill

1. If pipe is to be laid in embankments or other recently filled material, the material shall first be placed to the top of the fill or to a height of at least 1 ft. above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall then be excavated as though in undisturbed material.

- E. Length of trench open at any one time will be controlled by conditions, subject to any limits that may be prescribed by Engineer.

3.09 BACKFILLING

A. General

1. Frozen material shall not be placed in the backfill nor shall backfill be placed upon frozen material. Previously frozen material shall be removed or shall be otherwise treated as required, before new backfill is placed.

B. Fill And Backfill Under Structures

1. The fill and backfill materials shall be placed in layers not exceeding 6 in. in thickness. Unless otherwise indicated or specified, each layer shall be compacted to 95 percent in accordance with ASTM D1557.

C. Backfilling Around Structures

1. Do not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected,

without distortion, cracking, or other damage. As soon as practicable after the structures are structurally adequate and other necessary work has been done, special leakage tests, if required, shall be made. Promptly after the completion of such tests, the backfilling shall be started and then shall proceed until its completion. The best of the excavated materials shall be used in backfilling within 2 ft. of the structure. Unequal soil pressures shall be avoided by depositing the material evenly around the structure.

2. The material shall be placed and compacted to 90 percent in accordance with ASTM D1557 unless otherwise indicated or specified.

D. Backfilling Pipe Trenches

1. As soon as practicable after the pipes have been laid and the joints have acquired a suitable degree of hardness, if applicable, or the structures have been built and are structurally adequate to support the loads, including construction loads to which they will be subjected, the backfilling shall be started and thereafter it shall proceed until its completion.
2. With the exception mentioned below in this paragraph, trenches shall not be backfilled at pipe joints until after that section of the pipeline has successfully passed any specified tests required. Should the Contractor wish to minimize the maintenance of lights and barricades and the obstruction of traffic, he may, at his own risk backfill the entire trench, omitting or including backfill at joints as soon as practicable after the joints have acquired a suitable degree of hardness, if applicable, and the related structures have acquired a suitable degree of strength. He shall, however, be responsible for removing and later replacing such backfill, at his own expense, should he be ordered to do so in order to locate and repair or replace leaking or defective joints or pipe.
3. No stone or rock fragment larger than 12 in. in greatest dimension shall be placed in the backfill nor shall large masses of backfill material be dropped into the trench in such a manner as to endanger the pipeline. If necessary, a timber grillage shall be used to break the fall of material dropped from a height of more than 5 ft. Pieces of bituminous pavement shall be excluded from the backfill unless their use is expressly permitted, in which case they shall be broken up as directed.
4. Zone Around Pipe
 - a. Backfilled with the materials and to the limits indicated on the drawings.
 - b. Material shall be compacted to 90 percent by tamping.
5. Remainder of Trench
 - a. Compact by water-jetting, or tamping, in accordance with the nature of the material to 95 percent in accordance with ASTM D1557. Water-jetting may be used wherever the material does not contain so much clay or loam as to delay or prevent satisfactory drainage. However, tamping shall be used if water-jetting does not compact the material to the density required.
6. Excavated material which is acceptable to the Engineer for surfacing or pavement subbase shall be placed at the top of the backfill to such depths as may be specified elsewhere or as directed. The surface shall be brought to the required grade and stones raked out and removed.

E. Placing And Compacting Embankment Material

1. After the subgrade has been prepared as hereinbefore specified, the material shall be placed thereon and built up in successive layers until it has reached the required elevation.

2. Layers shall not exceed 12 in. in thickness before compaction. In embankments at structures, the layers shall have a slight downward slope away from the structure; in other embankments the layers shall have a slight downward slope away from the center. In general, the finer and less pervious materials shall be placed against the structures or in the center, and the coarser and more pervious materials, upon the outer parts of embankments.
3. Each layer of material shall be compacted by the use of approved rollers or other approved means so as to secure a dense, stable, and thoroughly compacted mass. At such points as cannot be reached by mobile mechanical equipment, the materials shall be thoroughly compacted by the use of suitable power-driven tampers.
4. Previously placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction. No compacting shall be done when the material is too wet, from either rain or too great an application of water, to compact it properly; at such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compaction, or such other precautions shall be taken as may be necessary to obtain proper compaction.
5. The portion of embankments constructed below proposed structures shall be compacted to 95 percent in accordance with ASTM D1557. The top 2 ft. of an embankment below a pavement base shall be compacted to 95 percent. All other embankments shall be compacted to 90 percent in accordance with ASTM D1557.

3.10 METHODS OF COMPACTION

A. Water-Jetting

1. Saturate backfill material throughout its full depth and at frequent intervals across and along the trench until all slumping ceases.
2. Furnish one or more jet pipes, each of sufficient length to reach the specified depth and of sufficient diameter (not less than 1-1/4 in.) to supply an adequate flow of water to compact the material.
3. Equip jet pipe with a quick-acting valve, supply water through a fire hose from a hydrant or a pump having adequate pressure and capacity to achieve the required results.

B. Tamping and Rolling

1. Deposit backfill material and spread in uniform, parallel layers not exceeding 8 in. thick before compaction. Before the next layer is placed, each layer shall be tamped to obtain a thoroughly compacted mass. Care shall be taken that the material close to the bank, as well as in all other portions of the trench, is thoroughly compacted. When the trench width and the depth to which backfill has been placed are sufficient to make it feasible, and it can be done effectively and without damage to the pipe, backfill may, on approval, be compacted by the use of suitable rollers, tractors, or similar power equipment instead of by tamping. For compaction by tamping (or rolling), the rate at which backfilling material is deposited in the trench shall not exceed that permitted by the facilities for its spreading, leveling, and compacting.
2. If necessary to ensure proper compaction by tamping (or rolling), the backfill material shall first be wet by sprinkling. However, no compaction by tamping (or rolling) shall be done when the material is too wet either from rain or too great an application of water to be compacted properly; at such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compacting, or such other precautions shall be taken as may be necessary to obtain proper compaction.

C. Miscellaneous Requirements.

1. Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material. Only suitable quantities of stones and rock fragments shall be used in the backfill; the Contractor shall, as part of the work done under the items involving earth excavation and rock excavation as appropriate, furnish and place all other necessary backfill material.
2. All voids left by the removal of sheeting shall be completely backfilled with suitable materials, and thoroughly compacted.

3.11 DISPOSAL OF SURPLUS EXCAVATED MATERIALS

- A. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or permitted by the Engineer.
- B. Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill; shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes within a haul of 1 mile from the point of excavation; all as directed or permitted and without additional compensation.
- C. Surplus excavated materials not needed as specified above shall be hauled away and dumped by the Contractor, at his expense, at appropriate locations, and in accordance with arrangements made by him.

3.12 DISPOSAL OF SPECIAL WASTES

- A. The Contractor's attention is directed to the requirements set forth by the State of Massachusetts, Department of Environmental Protection, (MA DEP) regarding "Special Wastes" and the proper disposal thereof. All waste materials and debris, as designated by the Owner and/or Engineer, including but not limited to any sewers, storm drains, catchbasins, and combined system pipelines and associated structures, or any portions thereof, including but not limited to sludge, grit, sediment, dirt, sand, rock, grease, roots and other liquid, solid or semi-solid materials contained therein, shall be considered "Special Wastes." In addition, any excavated soils contaminated in any manner, as designated by the Owner and/or Engineer, shall also fall under this category and shall be handled the same. When so encountered, all such materials and debris shall be removed to the extent so ordered by the Engineer and properly disposed of in strict compliance with the requirements of the MA DEP and other regulating authorities to an approved and certified waste disposal site. It shall remain the sole responsibility of the Contractor to apply for and obtain all required permits, bonds and/or insurance relative to such disposal. The Contractor shall also pay all costs associated with the disposal, required permits, bonds and insurance with no additional expense to the Owner. All handling of such "Special Waste" shall be done in strict compliance with the MA DEP requirements and/or any other federal, state or local agency having jurisdiction or authority over the same. Under no circumstances shall sewage, solids or other "Special Wastes" removed from the sewer lines be dumped or spilled onto the streets or into ditches, catch basins or storm drains. The Contractor must use watertight and State approved vehicles in transporting any wastes as hereinbefore designated.
- B. The Contractor shall indemnify and save harmless the Owner and Engineer and all persons acting for or on behalf of the Owner and Engineer from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorney's fees and penalties, arising

from the improper handling, transportation or disposal of "Special Wastes" as determined by the MA DEP and/or any other federal, state or local agency having jurisdiction or authority over the same.

3.13 DUST CONTROL

- A. During the progress of the Work, maintain the area of activities, by sweeping and sprinkling of streets to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed.

3.14 BRIDGING TRENCHES

- A. Provide suitable and safe bridges and other crossings where required for the accommodation of travel, and to provide access to private property during construction. Remove once bridges and crossings are no longer needed.

3.15 FIELD QUALITY CONTROL

A. Site Tests

- 1. In accordance with SECTION 01410

3.16 CARE AND RESTORATION OF PROPERTY

- A. Restoration of existing property or structures done as promptly as practicable and not left until the end of the construction period.

END OF SECTION

SECTION 02210

ROCK EXCAVATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for removal and disposal of rock.

B. Related Sections

1. Section 00500-Agreement
2. Section 00800- Supplementary Conditions
3. Section 02200-Earth Excavation, Backfill, Fill and Grading

1.02 DEFINITIONS

- ###### A. Rock-as defined in SECTION 00500.

1.03 REQUIREMENTS

- ###### A. Excavate rock if encountered, to the lines and grades indicated on the drawings or as directed, dispose of the excavated material, and furnish acceptable material for backfill in place of the excavated rock.

- ###### B. Excavate rock in pipe trenches to a limit which provides 6-inches clearance minimum from the pipe after it has been laid. Before the pipe is laid, the trench shall be backfilled to the correct subgrade with thoroughly compacted, suitable material or, when so specified or indicated on the drawings, with the same material as that required for bedding the pipe, furnished and placed at the expense of the Contractor.

- ###### C. The use of explosives will not be allowed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 EXCESS ROCK EXCAVATION

- A. If rock is excavated beyond the limits of payment indicated on the drawings, specified, or authorized in writing by the Engineer, the excess excavation, whether resulting from overbreakage or other causes, shall be backfilled, by and at the expense of the Contractor, as specified below in this section.
- B. In pipe trenches, excess excavation below the elevation of the top of the bedding, cradle, or envelope shall be filled with material of the same type, placed and compacted in the same manner, as specified for the bedding, cradle, or envelope. Excess excavation above said elevation shall be filled with earth as specified in the article titled "Backfilling Pipe Trenches" in SECTION 02200.
- C. In excavations for structures, excess excavation in the rock beneath foundations shall be filled with 3000 psi concrete. Other excess excavation shall be filled with earth as specified in the article titled "Backfilling Around Structures" in SECTION 02200.

3.02 SHATTERED ROCK

- A. If the rock below normal depth is shattered due to drilling or blasting operations of the Contractor, and the Engineer considers such shattered rock to be unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled with concrete as required, except that in pipe trenches screened gravel shall be used for backfill. All such removal and backfilling shall be done by and at the expense of the Contractor.

3.03 PREPARATION OF ROCK SURFACES

- A. Whenever so directed during the progress of the work, remove all dirt and loose rock from designated areas and shall clean the surface of the rock thoroughly, using steam to melt snow and ice, if necessary. Water in depressions shall then be removed as required so that the whole surface of the designated area can be inspected to determine whether seams or other defects exist.
- B. The surfaces of rock foundations shall be left sufficiently rough to bond well with the masonry and embankments to be built thereon, and if required, shall be cut to rough benches or steps.
- C. Before any masonry or embankment is built on or against the rock, the rock shall be scrupulously freed from all vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, ice, snow, and other objectionable substances. Picking, barring, wedging, streams of water under sufficient pressure, stiff brushes, hammers, steam jets, and other effective means shall be used to accomplish this cleaning. Remove free water left on the surface of the rock.

3.04 REMOVAL OF BOULDERS

- A. Remove piles of boulders and loose rock encountered within the limits of earth embankments and dispose in a suitable place.

3.05 DISPOSAL OF EXCAVATED ROCK

- A. All excavated rock shall be handled, transported and disposed of by the Contractor, at his expense, at appropriate locations, and in accordance with arrangements made by him without additional cost to the Owner.
- B. Excavated rock may be used in backfilling trenches subject to the following limitations:
 - 1. Pieces of rock larger than permitted under the article titled "Backfilling Pipe Trenches" in SECTION 02200 shall not be used for this purpose.
 - 2. The quantity of rock used as backfill in any location shall not be so great as to result in the formation of voids.
 - 3. Rock backfill shall not be placed within 36 in. of the surface of the finish grade.
- C. Surplus excavated rock shall be disposed of as specified for surplus excavated material as specified in SECTION 02200.

3.06 BACKFILLING ROCK EXCAVATIONS

- A. Where rock has been excavated and the excavation is to be backfilled, the backfilling above normal depth shall be done as specified in SECTION 02200. If material suitable for backfilling is not available in sufficient quantity from other excavations, the Contractor shall, at his own expense, furnish suitable material from outside sources.

END OF SECTION

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SECTION 02215

AGGREGATE MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for furnishing and placing materials, which include Crushed Stone, Gravel Borrow and Selected Borrow.
2. Location of specified materials as detailed on the Drawings or as directed by the Engineer for excavation below normal depth, utility support, replacement of unsuitable material or elsewhere, as ordered.

B. Related Sections

1. Section 02200 - Earth Excavation, Backfill, Fill and Grading.
2. Section 02500 - Pavement

1.02 REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO).

1. T11, Amount of Material Finer than 0.075 mm Sieve in Aggregate
2. T27, Sieve Analysis of Fine and Coarse Aggregates.

B. American Society for Testing and Materials (ASTM).

1. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).

1.03 DEFINITIONS

- ###### A. The term Screened Gravel as used in the Contract Documents shall mean Crushed Stone.

1.04 SUBMITTALS

A. Shop Drawings

1. In accordance with Specification 02200.

B. Samples

1. Furnish representative sample including location of source with Shop Drawing transmittal sheet.

1.05 QUALITY ASSURANCE

A. Field Samples

1. The attention of the Contractor is directed to the fact that under Specification SECTION 00700, 1.03 Materials and Equipment, all materials furnished by the Contractor to be incorporated into the Work shall be subject to the inspection of the Engineer. The Engineer shall be the sole judge as to the acceptability of proposed materials and said judgement shall be final, conclusive, and binding.
2. Refer to Specification 02200

1.06 DELIVERY, STORAGE, AND HANDLING

A. Storage and Protection

1. In accordance with Specification SECTION 00700, 1.03 Materials and Equipment.

PART 2 PRODUCTS

2.01 MATERIALS

A. Crushed Stone

1. For bedding and pipe zone material for pipe larger than 3 inches diameter. Well graded in size from 3/8 inches to 3/4 inches or such other sizes as may be approved.
2. For bedding and pipe zone material for plastic pipe 3 inches diameter and less, maximum particle size shall be 3/8 inches.
3. Clean, hard, and durable particles or fragments, free from dirt, vegetation, or other objectionable matter, and free from an excess of soft, thin elongated, laminated or disintegrated pieces.
4. Screened Stone of similar size and grading to this specification may be used instead of Crushed Stone.
5. Crushed Stone" shall be uniformly blended according to the gradation requirements in the following table:

<u>Sieve</u>	<u>Percent Passing</u>
2-inch	100
1-1/2 inch	90-100
1-inch	30-55
3/4 - inch	0-25
1/2 - inch	0-10
No. 100	0-1

B. Gravel Borrow

1. Granular material well graded from fine to coarse with a maximum size of 3 inches, obtained from approved natural deposits and unprocessed except for the removal of unacceptable material and stones larger than the maximum size permitted.
2. Gravel shall not contain vegetation, masses of roots, or individual roots more than 18 inches long or more than 1/2 inches in diameter.
3. Gravel shall be substantially free from loam and other organic matter, clay and other fine or harmful substances.
4. Gradation requirements for gravel shall be determined by AASHTO-T11 and T27 and conform to the following:

Sieve	Percent Passing
1/2 inch	60-95
No. 4	50-85
No. 50	8-28
No. 200	0-8

C. Selected Borrow

1. Use natural soils and/or rock free of roots, leaves, organics and clay, having not more than 8 percent by weight passing the No. 200 sieve and having a maximum stone size no greater than two thirds the loose lift thickness.
2. Use only material well-graded throughout entire size range, free of ice or frost and aggregations of frozen soil particles.
3. Material must meet compaction requirements indicated or as specified.

D. Gravel Base Course

1. In accordance with SECTION 02500.

2.02 SOURCE QUALITY CONTROL

A. Test, Inspection

1. Engineer may elect to sample material supplied at the source.
2. Assist the Engineer and/or personnel from the designated testing laboratory in obtaining samples.

PART 3 EXECUTION

3.01 INSTALLATION

A. Crushed Stone

1. Spread in layers of uniform thickness not greater than 6 inches.

2. Compact thoroughly by means of a suitable vibrator or mechanical tamper.

B. Gravel Borrow

1. Spread in layers of uniform thickness not exceeding 12 inches before compaction and moistened or allowed to dry as directed.
2. Compact thoroughly by means of suitable power-driven tampers or other power-driven equipment.
3. Compaction shall conform to 95% of minimum dry density per ASTM D1557.
4. The percolation rate for the compacted bank-run gravel shall not exceed 5 minutes per inch.

C. Selected Borrow

1. Spread in layers of uniform thickness not exceeding 12 in. (loose lift) before compaction and moistened or allowed to dry.
2. Compact thoroughly by means of suitable power-driven tampers or other power-driven equipment unless otherwise directed by the Engineer.

3.02 FIELD QUALITY CONTROL

A. Material and compaction testing

1. In accordance with SECTION 01410.

END OF SECTION

SECTION 02224

CONTROLLED DENSITY FILL (MASSACHUSETTS)

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for controlled density fill (CDF) to be used in place of compacted soil for general backfill of trenches and/or excavations.

1.02 REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO M 85 - Standard Specification for Portland Cement (Chemical and Physical)
2. AASHTO M 295, Class F - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

B. This specification makes reference to the requirements of additional specifications as listed. The Contractor shall obtain and familiarize himself with all requirements referenced by this specification prior to preparation and installation of any materials.

1. Massachusetts Department of Transportation Highway Division (massDOT), Standard Specifications for Highways and Bridges, 1988 Edition, including all addenda, issued by the State of Massachusetts Department of Transportation, (referred to as the Standard Specification).

1.03 DEFINITIONS

A. Controlled Density Fill, also known as "Flowable Fill" is a flowable, self-consolidating, rigid setting, low density material that can substitute for compacted gravel in backfills, fills and structural fills.

B. The two main categories of CDF's are Excavatable and Non-excavatable, with sub categories of flowable and very flowable.

C. Categories of CDF's:

- | | |
|------------|---------------------------------|
| 1. Type 1 | Very Flowable, non excavatable, |
| 2. Type 1E | Very Flowable, excavatable, |
| 3. Type 2 | Flowable, non excavatable, |
| 4. Type 2E | Flowable, excavatable. |

D. Excavatable mixes shall be hand tool excavatable.

E. Very Flowable shall have very flowable characteristics for distances and small hard to reach areas.

1.04 DESIGN REQUIREMENTS

- A. Provide a mixture of Portland cement, aggregates, water and mineral admixtures with a low cement content and high slump to reduce strength development for possible removal and minimize settlement after placement.
- B. The proposed mix should maximize the flow characteristics of the material while producing the necessary strength.
- C. The mixes shall have the following design strengths:
 - 1. Non excavatable fill,
 - a. Type I (very flowable) and Type 2 (flowable),
 - b. Compressive strength at 28 days = 30 to 150 psi, 200 psi maximum at 90 days.
 - 2. Excavatable fill,
 - a. Type 1E (very flowable) and Type 2E (flowable),
 - b. Compressive strength at 28 days = 30 to 80 psi, 100 psi maximum at 90 days.
- D. Specific compressive strength(s) for structural applications are noted on the Contract Drawings.
- E. Slump
 - 1. Standard method = 10 to 12-inches.
 - 2. Modified method consisting of a six inch long by three inch inside diameter straight tube of non-porous material = 9 to 14-inches.

1.05 PERFORMANCE REQUIREMENTS

- A. Provide fill of homogeneous structure which when cured, will have the required strength, water tightness, and durability. To this end, it is essential that careful attention be given to the selection of materials, mixtures, placing and curing of the fill.

1.06 SUBMITTALS

- A. In accordance with Section 01300, submit the following,
 - 1. Mix design data not limited to, but including maximum and minimum strengths, air content, setting times, flowability and yield.
 - 2. Certification by the supplier stating compatibility with the project requirements and the Contractor's installation methods.

1.07 QUALITY ASSURANCE

- A. Furnish the supplier with information as to the intended use of the CDF.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Portland cement,

1. In accordance with AASHTO M85.
- B. Fly Ash (very flowable),
 1. In accordance with AASHTO M295, Type F.
- C. Sand,
 1. In accordance with Standard Specification M4.02.02
- D. Water,
 1. Clean and potable.
- E. Air entraining admixtures,
 1. In accordance with Standard Specification M4.02.05.

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall follow the guideline set forth in ACI 229, except non-standard materials shall not be used.

3.02 PREPARATION

- A. Pipes and all other members to be encased in CDF shall be temporarily secured in place to prevent displacement during fill placement.
- B. To reduce hydrostatic pressure and limit displacement potential, Contractor may use a high air generator in the fill mixture to lower unit weights.
- C. Pre-job test all pump applications prior to day of placement with actual equipment.
- D. Secure site during the placement for the CDF. Cautions include but are not limited to barricades, fences, lights and steel plates.
- E. Work shall be sequenced so as to keep traffic flowing within the project area.

3.03 INSTALLATION

- A. CDF shall be batched at concrete plants and hauled to job sites in ready-mix trucks with continuous agitating drums and be discharged with slumps as indicated.
- B. During waiting period prior to discharge, truck drums shall agitate mixture.
- C. CDF shall be installed in accordance with supplier's recommendations, be flowable and require no vibration.

3.04 FIELD QUALITY CONTROL

- A. All CDF to be used in the work shall be subject to testing to determine whether it conforms to the requirements of the specifications. The methods of testing shall be in accordance with the Standard Specification, and as approved by the Engineer.
- B. The place, time, frequency, and method of sampling will be determined by the Engineer in accordance with the particular conditions of this project.

3.05 PROTECTION

- A. Open excavations containing uncured CDF shall not be left uncovered overnight.

END OF SECTION

SECTION 02272

GEOTEXTILE MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for installation of geotextile filter fabric in trenches and under riprap.

B. Related Sections

1. Section 02100 - Site Preparation
2. Section 02200 – Earthwork
3. Section 02215 – Aggregate Materials

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. D3786, Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics: Diaphragm Bursting Strength Tester Method
2. D4355, Test Method for Deterioration of Geotextiles From Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
3. D4491, Test Method for Water Permeability of Geotextiles by Permittivity
4. D4533, Test Method for Trapezoid Tearing Strength of Geotextiles
5. D4632, Test Method for Grab Breaking Load and Elongation of Geotextiles
6. D4751, Test Method for Determining Apparent Opening Size of a Geotextile
7. D4833, Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products
8. D5261, Measuring Mass Per Unit Area of Geotextiles.
9. D6241, Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe

1.03 QUALITY ASSURANCE

A. General

1. Producer of fabric to maintain competent laboratory at point of manufacture to insure quality control in accordance with ASTM testing procedures.
2. Laboratory to maintain records of quality control results.

1.04 SUBMITTALS

A. Shop Drawings

1. Submit in accordance with SECTION 01300
2. Include manufacturer's recommended method of joining of adjacent fabric panels.

B. Certificate of Conformance

1. Upon each shipment/delivery of product to the work site, furnish mill certificate(s) from the company manufacturing the fabric attesting that the fabric meets the chemical, physical, manufacturing and performance requirements specified. Fabric will be rejected if it is found to have defects, rips, flaws, deterioration or other damage.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Provide fabric in rolls wrapped with a heavy-duty protective covering to protect fabric from, mud, dirt, dust, debris and other deleterious sources until it is installed. Label each roll of fabric with number or symbol to identify production run.
- B. Do not expose fabric to ultraviolet radiation (sunlight) for more than 20 days total in period of time following manufacture until fabric is installed and covered.
- C. If Engineer determines material is damaged in any way or has excessive sunlight exposure, the Contractor shall immediately make all repairs and replacements as directed by the Engineer, at no additional cost to the Owner.

1.06 SCHEDULING

- A. Schedule Work so that the covering of the fabric with a layer of the cover material is accomplished immediately after inspection and approval of the placed fabric by the Engineer. Failure to comply with this requirement shall require replacement of the fabric.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURER/MATERIAL

- A. The geotextile fabric shall be nonwoven polypropylene designated as MIRAFI 140N as manufactured by Nicolon Corporation/Mirafi Group, Norcross, Georgia; or acceptable equivalent and shall meet the following minimum requirements:

<u>Minimum Property (Unit)</u>	<u>Unit</u>	<u>Test Method</u>	<u>Requirements</u>
Weight	oz/sy	ASTM D5261	4.3
Grab Tensile Strength	lbs	ASTM D4632	120
Grab Tensile Elongation	%	ASTM D4632	50
Mullen Burst Strength	psi	ASTM D3786	240
Puncture Strength	lbs	ASTM D6241	310

Trapezoid Tear Strength	lbs	ASTM D4533	50
Apparent Opening Size (AOS)	US Std. Sieve (mm)	ASTM D4751	70 (0.21)
Permittivity	sec ⁻¹	ASTM D4491	1.5
Permeability	cm/sec	ASTM D4491	0.22
Flow Rate	gal/min/sf	ASTM D4491	120
Ultraviolet Resistance (strength retained at 500 hrs)	%	ASTM D4355	70

- B. To keep the number of overlay joints to a minimum, fabric shall be provided in sections not less than fifteen (15) feet in width unless otherwise approved by the Engineer prior to delivery to the site.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

A. For Riprap

1. Prepared areas to receive geotextile in accordance with SECTION 02100 and SECTION 02200
2. Clear subgrade of all sharp objects, large stones, roots, debris, or any other foreign materials that may contribute to puncturing, shearing, rupturing or tearing of the geotextile.
3. Grade area as smooth as possible and compact in accordance with SECTION 02200, with a vibratory roller or other method approved by the Engineer.
4. Inspect subgrade and repair all unstable areas or soft spots with the installation of gravel and recompact prior to the placement of geotextile.

3.02 FABRIC INSTALLATION

A. For Riprap

1. Place at the locations shown on the Contract Drawings.
2. Unroll directly onto the prepared slope in a continuous manner. Join adjacent sections by overlapping the fabric a minimum of 12-inches. Join end sections by overlapping the fabric a minimum of 2-feet with field-sewn joints or as recommended by the manufacturer.
3. Place fabric on slopes creating a “shingled” effect in the direction of anticipated water flow.
4. Lay fabric smooth, maximizing surface contact with the prepared subbase, free of tension, stress, folds, wrinkles, or creases.
5. Securely anchor fabric sections at the top of the slope as recommended by the manufacturer. Use anchoring pins, nails, staples or other such means to secure fabric to the subbase surface to prevent fabric movement caused by wind uplift, and/or placement of cover material.

6. Maintain sufficient amount of cover material (minimum depth of 6-inches) to protect fabric during placement of riprap. Dozer buckets or blades, or other heavy or damaging equipment shall not be in direct contact with the fabric.
7. Minimize the height from which cover material is dumped and/or dropped directly onto the fabric material in order to avoid fabric damage or movement. Equipment used for spreading and compacting the cover material shall be of the type and size to avoid damage or movement to the underlying geotextile fabric.
8. Spread cover material in the direction of fabric overlap and in a manner that avoids creating undue tension, stress, sagging, buckling and/or other movement of the underlying fabric.

B. Fabric Installation in Trenches

1. In accordance with manufacturers recommendations
2. Place fabric in trench prior to placing crushed stone pipe bedding.
3. Overlap fabric 18-inches minimum for unsewn lap joints.
4. Do not permit equipment to travel directly on fabric.
5. Place fabric in smooth condition to prevent tearing or puncture.
6. Lay fabric loosely, without wrinkles or creases.
7. Leave slack in fabric to allow for adjustment.

3.03 PROTECTION

- A. Protect the work before, during and after installation, and protect the installed work covered by other Sections.

3.04 REPAIR

- A. Geotextile fabric damaged during installation shall be repaired by a piece of geotextile material cut, placed and adequately anchored over the damaged area, subject to a 3-foot minimum overlap requirement or as directed by the Engineer.
- B. If detrimental movement of the geotextile fabric occurs during any step of the installation, as determined solely by the Engineer, the Contractor shall remove the cover material and/or sections of fabric to the limits deemed necessary and reinstall the fabric.
- C. Any fabric damage during its installation or during placement of cover materials shall be replaced by the Contractor at no additional cost to the Owner.

END OF SECTION

SECTION 02277

STRAW WATTLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements to furnish and install straw wattles, as indicated on the Drawings and as herein specified.

1.02 SUBMITTALS

- A. In accordance with SECTION 01300 submit product details, manufacturers installation instructions and certifications.

1.03 STORAGE

- A. Store wattles off the ground and covered to protect from site construction damage, precipitation, sunlight (ultraviolet light), chemicals, open flames, sparks or other conditions which may damage the rolls.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Straw Wattles
 - 1. Machine produced.
 - 2. Straw filled tubes of compacted straw of rice, wheat or barley.
 - 3. Straw wattles to be certified as weed free.
 - 4. Netting for tubes to be seamless, high density polyethylene with ultra violet inhibitors.
 - 5. Roll length to be 10.0 feet to 25.0 feet.
 - 6. Weight per linear foot,
 - a. 12-inch: 2.5 lbs. minimum
 - b. 9-inch: 1.5 lbs. minimum
 - 7. Stakes shall be wooden, 1 1/8-inch x 1 1/8-inch x 2.5 feet long, with lower ends tapered to facilitate driving into compacted soil. Rebar may be substituted for wooden stakes.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Straw Wattles

1. Install at locations indicated on the Drawings or as directed by the Engineer.
2. Remove all rocks, vegetation or other obstructions at straw wattle location.
3. Excavate a trench approximately 2 to 3-inches deep to accept the straw wattle and place straw wattle in trench.
4. Anchor straw wattle with stakes placed a maximum of 4-feet apart.
5. The end stakes shall be placed 6-inches from the end of straw wattle and angled toward previously laid straw wattle to force straw wattles together.
6. Refer to detail on Drawings for additional installation requirements.

3.02 MAINTENANCE

1. Maintain straw wattles throughout the duration of the project.
 - a. Damaged or displaced straw wattles shall be replaced by the Contractor at no additional cost to the Owner.
2. Remove sediments when depths accumulate to 50% of the depth of the straw wattle height, or as necessary.

3.03 REMOVAL AT PROJECT COMPLETION

- A. Remove all sediment collected by the straw wattle, remove the straw wattle, and restore the area to pre-construction condition to the satisfaction of the Engineer.

END OF SECTION

SECTION 02500

PAVEMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for construction of all temporary and permanent pavement on paved areas affected or damaged by his operations, whether inside or outside the normal trench limits, as indicated on the drawings and as herein specified.

B. Related Sections

1. Section 02200 - Earth Excavation, Backfill, Fill and Grading

1.02 REFERENCES

- ###### A. This specification makes reference to the requirements of additional specifications as listed. The Contractor shall obtain and familiarize himself with all requirements referenced by this specification prior to preparation and installation of any pavements.

1. The Commonwealth of Massachusetts, Massachusetts Highway Department, Standard Specifications for Highways and Bridges, dated 1988, together with all errata addenda additional revisions, and supplemental specifications, all of which are hereinafter referred to as the MassDOT Standard Specifications.

1.03 PAVEMENT SCHEDULE

- ###### A. The Contractors attention is directed to the various pavements required under this contract, and their locations as detailed below.

- ###### B. All pavement thickness specified in this specification shall be of the thickness required after compaction.

1. Location: All Town Roads

Temporary Trench Pavement	4" Bituminous Binder
Requirements:	10" Compacted Processed Gravel
	Compaction Testing Every 500 feet
	Prior to Installation of Binder

*Contractor to match existing thickness, if thicker than 4"

PART 2 PRODUCTS

2.01 MATERIALS

A. Asphalt Tack

1. Tack coat shall consist of emulsified asphalt, grade RS-1 or cutback asphalt, Conforming to the requirements of the MassDOT Standard Specification Section M3.11.06.

B. Bituminous Base

1. Bituminous Base shall conform to the requirements of the MassDOT Standard Specification Section 420 and M3.11.00 for Base Course.

C. Bituminous Binder Trench Width (Permanent Pavement)

1. Bituminous Binder Course shall conform to the requirements of the MassDOT Standard Specification Section 420 and M3.11.00 for Binder Course.

D. Bituminous Surface, Trench Width (Permanent Pavement)

1. Bituminous Surface Course shall conform to the requirements of the MassDOT Standard Specification Section 460 and M3.11.00 for surface course Class I-1.

E. Bituminous Surface, Curb to Curb

1. Bituminous Surface Course shall conform to the requirements of the MassDOT Standard Specification Section 460 and M3.11.00 for surface course Class I-1.

F. Reinforced Concrete Base

1. Concrete Base shall conform to the requirements of the MassDOT Standard Specification, Section 430.

G. Bituminous Binder Trench Width (Temporary Pavement)

1. Temporary Pavement shall be Binder Course conforming to the requirements of the MassDOT Standard Specification Section 420 and M3.11.00 for Binder Course.

H. Dense-Graded Crushed Stone Base Course (Temporary and Permanent)

1. The dense graded crushed stone base course shall consist of coarse aggregates of crushed stone or gravel and fine aggregates of natural sand or stone screenings. Uniformly pre-mixed with a predetermined quantity of water and placed on the sub-base in close conformity with the lines and grades shown on the Contract Documents or established by the Engineer.

2. Coarse aggregate shall consist of hard, durable particles or fragments of stone. Materials that break up when alternately frozen and thawed or wetted and dried shall not be used.
3. Coarse aggregate shall have a percentage of wear, by the Los Angeles Abrasion Test (AASSTO-T-96) of not more than 45.
4. Fine aggregate shall consist of natural or processed sand.
5. The composite material shall be free from clay, loam or other cohesive soil, and shall conform to the following grading requirements:

Sieve Designation Mesh Sieves	Percentage by Weight Passing Square
2 in.	100
1-1/2 in.	70-100
3/4 in.	50-85
No. 4	30-55
No. 50	8-24
No. 200	3-10

6. Sampling and testing shall be in accordance with the following standard AASHTO methods:

Sieve Analysis	T27
Passing No. 200 Sieve	T11

7. The dense-graded crushed stone base course shall be spread and compacted in layers not to exceed 4 inches in compacted depth, to the same tolerances specified below for the gravel sub-base.
8. The dense-graded crushed stone base course material shall meet the same requirements as specified in MassDOT Specification M2.01.7 except as noted above.

I. Gravel Sub-Base Course

1. The gravel sub-base course shall consist of Gravel Borrow Type C, as specified in MassDOT Standard Specification Section M1.03.0
2. The gravel sub-base shall be spread and compacted in one layer, 8 inches in depth compacted measurement, to not less than 95 percent of the maximum dry density of the material, as determined by the Standard AASHTO Test Designation T99 compaction test Method C within 5% of optimum moisture content as determined by the Engineer. If the material retained on the #4 sieve is 50% or more of the total sample, this test shall not apply and the material shall be compacted to the satisfaction of the Engineer. The specific density of the Gravel Sub-base shall be maintained by determining the number of passes of a roller required to produce a

constant and uniform density, after conducting a series of tests either using the sand/volume or the nuclear density-testing device.

3. Any stone with a dimension greater than 2 inches shall be removed from the sub-base before the gravel is compacted. Compaction shall continue until the surface is even and true to the proposed lines and grades within a tolerance of ½-inch above or below the required cross sectional elevations and to a maximum irregularity not exceeding ½ inch under a 10 foot line longitudinally. Any specific area a gravel sub-base which, after being rolled, does not form a satisfactory, solid, stable foundation shall be removed, replaced and recompacted by the Contractor without additional compensation.

2.02 SOURCE QUALITY CONTROL

- A. The paving plant used by the Contractor for preparation of bituminous paving materials shall be acceptable to the Engineer who shall have the right to inspect the plant and the making of the material as specified in MassDOT Specification M2.01.7 except as noted above.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prior to placing pavement, all backfill shall have been properly compacted as specified under Section 02200 to eliminate settling of backfill. No pavement shall be placed over poorly compacted backfill. Backfill and gravel base course shall be compacted, brought to the proper elevation, and dressed so that new pavement construction shall be at the required grade. The Contractor shall maintain the surfaces of all excavated and disturbed areas until the pavement is placed. If there is a time lapse of more than 24 hours between completion of preparation of subgrade or placing of gravel base course and placing of paving, or if subgrade or gravel base course has been eroded or disturbed by traffic, the subgrade or gravel base course shall be restored before placing pavement.
- B. When installing permanent pavement on bituminous concrete roadway the edges of existing pavement shall be cut back 12-inches, or more as required, from the trench excavation wall or damaged area to sound undamaged material, straightened, cleaned, and painted with an accepted asphalt emulsion to ensure a satisfactory bond between it and the newly placed surface courses. Existing surface courses shall be stripped from the bituminous concrete base course for at least a 6-inch width and trimmed square and straight so that new permanent surfacing shall be placed on undisturbed bituminous concrete base course. Existing pavement shall be swept clean prior to placing any asphalt emulsion over it. Existing pavement that will be under new pavement shall be painted with asphalt emulsion to ensure a satisfactory bond.
- C. Before permanent pavement is installed, the base shall be brought to the proper grade, and temporary pavement and excess gravel base shall be removed.

- D. All manhole covers, catch basin grates, valve and meter boxes, curbs, walks, walls and fences shall be adequately protected and left in a clean condition. Where required, the grades of manhole covers, catch basin grates, valve boxes, and other similar items shall be adjusted to conform to the finished pavement grade.
- E. The Contractor shall remove and acceptably dispose of all surplus and unsuitable material.

3.02 INSTALLATION

A. General

1. Unless indicated otherwise, all permanent bituminous pavement shall be installed in two courses or more. Bituminous base courses shall be carefully spread and raked to a uniform surface and thoroughly rolled before application of the top course.
2. All top courses of permanent paving shall be applied with acceptable mechanical spreaders in widths of at least 9 feet.
3. The rolling for all bituminous and gravel base courses shall conform to the standards listed in the appropriate Subsection of the Standard Specification.
4. Pavement shall be placed so that the entire roadway or paved area shall have a true and uniform surface, and the pavement shall conform to the proper grade and cross section with a smooth transition to existing pavement.
5. Total tonnage slips must be submitted from the production plant.

B. Dense Graded Crushed Stone Base Course

1. The base course shall be placed to such depth that the furnished compacted base course is the depth as indicated on the Contract Drawings and specified herein.
2. The top of the base course shall be below the furnish grade a distance required to accommodate the compacted pavement material as indicated on the Contract Drawings and specified herein.
3. The base course as herein specified shall be 10-inches thick for flexible pavement and 6-inches thick for rigid pavement.

C. Temporary Pavement

1. Temporary pavement shall be placed over all trenches in paved areas where directed by the Engineer.
2. The Contractor, upon completing the backfilling and compaction of the trenches in the streets and the placing of the gravel base courses, shall be required to construct temporary pavement unless otherwise directed by the Engineer.
3. Temporary Pavement in Town or City roads shall be placed in one course and shall consist of 2-inch compacted thickness of hot bituminous mix, on a 12-inch

compacted thickness (14-inches on Beacon Street) dense graded crushed stone base as directed by the Engineer.

4. The Contractor shall maintain temporary pavement in good repair and flush with the existing pavement at all times until the permanent pavement is placed.
5. The temporary pavement shall not be removed until 60 days after installation or until such time that the Engineer authorizes the placement of permanent pavement at an earlier time.

D. Bituminous Base:

1. Bituminous Base shall be used in town streets and parking areas as listed in Article 1.03 of this specification.
2. Bituminous Base shall be placed to the thickness as indicated in Article 1.03 of this Specification and installed in accordance with the requirements of the MassDOT Standard Specification and as detailed in the Contract Drawings.
3. Prior to placing bituminous base, all temporary pavement and sufficient gravel base course shall be removed, to proper depths as detailed in the Contract Drawings.

E. Reinforced Concrete Base:

1. Reinforced Concrete Base shall be used in the streets as listed in Article 1.03 of this specification.
2. Reinforced Concrete Base shall be 8-inch thick and installed in accordance with the requirements of the MassDOT Standard Specification.
3. Prior to placing reinforced concrete base, all temporary pavement and sufficient gravel base course shall be removed, to proper depths as detailed in the Contract Drawings.

F. Bituminous Binder

1. Bituminous Binder shall be used in the streets as listed in Article 1.03 of this specification.
2. Bituminous Binder shall be placed to the thickness as indicated in Article 1.03 of this Specification and installed in accordance with the requirements of the MassDOT Standard Specification and as detailed in the Contract Drawings.

G. Bituminous Surface

1. Bituminous Surface shall be used in the streets as listed in Article 1.03 of this specification.
2. Bituminous Surface shall be placed to the thickness as indicated in Article 1.03 of this Specification and installed in accordance with the requirements of the MassDOT Standard Specification and as detailed in the Contract Drawings.

H. Sidewalks, Driveways, Parking Lots and Curbing

1. Sidewalks, driveways, parking lots and curbing that are removed or damaged by the Contractor's operations shall be restored to a condition at least equal to that in which they are found immediately prior to the start of operations. Materials and methods used for such restoration shall be in conformance with the requirements of the MassDOT Standard Specification.
2. Where the trench location is in a sidewalk, the entire width of the sidewalk shall be replaced with new material. Side forms shall be set so as to obtain and preserve a straight edge along both sides of the walk.
3. Where trench is in a driveway, the driveway shall be repaved across its entire width with even edges.
4. Parking lots shall be repaved in accordance with Article 3.01 of this section.
5. Gravel base course under sidewalks and driveways shall not be less than 12" inch thick.

I. Surface Maintenance

1. During the guarantee, period, the Contractor shall maintain the bituminous surface and shall promptly make good all defects such as cracks, depressions, and holes that may occur. At all times, the surfacing shall be kept in a safe and satisfactory condition for traffic. If defects occur in surfacing constructed by the Contractor, the Contractor shall remove all bituminous concrete and base course as is necessary to properly correct the defect. After removing bituminous concrete and base course, the Contractor shall correct the cause of the defect and replace the base course and bituminous concrete in accordance with these specifications.

END OF SECTION

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SECTION 02607

PRECAST CONCRETE MANHOLES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for modular precast concrete manhole sections with tongue-and-groove joints, cast iron covers, accessories and appurtenances.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. A48, Standard Specification for Gray Iron Castings.
2. A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
3. C32, Standard Specification of Sewer and Manhole Brick (Made from Clay or Shale), AASHTO Designation M91-42, Red Sewer Brick Only Grade SS.
4. C144, Standard Specification for Aggregate for Masonry Mortar.
5. C150, Standard Specification for Portland Cement.
6. C207, Standard Specification for Hydrated Lime for Masonry Purposes.
7. C443, Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets.
8. C478, Standard Specification for Precast Reinforced Concrete Manhole Sections.
9. C923, Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.
10. D4101, Standard Specification for Propylene Plastic Injection and Extrusion Materials.

1.03 SYSTEM DESCRIPTION

A. Design Requirements

1. Manholes shall conform in shape, size, dimensions, materials, and other respects to the details indicated in the Contract drawings.
2. All manholes shall have concrete bases. Invert channels may be formed in the concrete of the base or brickwork upon the base.

3. Manhole walls (barrels and cones) shall be precast concrete sections. The top of the cone (not to be more than 12-in.) shall be built of brickwork to permit adjustment of the frame to meet the finished surface.
4. The inverts shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent, within the manhole, to the centerlines of adjoining pipelines.

1.04 SUBMITTALS

A. Shop Drawings

1. In accordance with Specification SECTION 01300 - SUBMITTALS.

B. Samples

1. Provide representative samples of materials if requested by the Engineer.

PART 2 PRODUCTS

2.01 PRECAST CONCRETE SECTIONS

A. Conform to the ASTM C478 with the following exceptions and additional requirements:

1. Wall sections to be 5-inch thick minimum.
2. Type II cement in accordance with ASTM C150.
3. 4.0 foot and 5.0 foot diameter manholes minimum of 4,000 psi - 28 days compressive strength.
4. 6.0 foot diameter manhole minimum of 5,000 psi. - 28 days compressive strength.
Except as otherwise permitted.
5. Sections shall be cured by subjecting them to thoroughly saturated steam at a temperature between 100 and 130 degrees F. for a period of not less than 12 hours or, when necessary for such additional item as may be needed to enable the sections to meet the strength requirements.
6. No more than two lift holes may be cast or drilled in each section.
7. The date of manufacture and the name of trademark of the manufacturer shall be clearly marked on the inside of the barrel.
8. Acceptance of the sections will be on the basis of material tests and inspection of the completed product.

B. Flat Slab Tops

1. Thickness and reinforcement as indicated on the drawings and in accordance with ASTM C-478.

C. Cones

1. Cones shall be precast sections of construction similar to above.

D. Bases

1. The tops of the bases shall be suitably shaped by means of accurate bell-ring forms to receive the barrel sections.
2. All holes for pipes shall be cast in the base sections so that there is a clear distance of four inches minimum between the inside bottom of the base section and the pipe invert.
3. Base pad shall be pre-cast with extended base as indicated on drawings and herein specified.
4. Openings for pipe and materials to be embedded in the wall of the base for these joints shall be cast in the base at the required locations during the manufacture of the base.

2.02 COMPONENTS

A. Pipe Seals

1. Premolded elastomeric-sealed joints fitted or cast integrally into the pipe opening of the manhole base and/or wall section.
2. Provide a watertight joint.
3. Maximum 10-degree omni-directional deflection.
4. Conform to ASTM C-923.
5. Seals to be:
 - a. Lock Joint Flexible Manhole Sleeve made by Interpace Corp., Parsippany, NJ;
 - b. Kor-N-Seal made by National Pollution Control Systems, Inc., Nashua, NH;
 - c. A-LOK manhole pipe seal made by A-LOK Corp., Trenton, NJ;
 - d. or an acceptable equivalent product.
6. All materials, accessories and construction methods used in making the joints shall be supplied or approved by the manufacturer of the premolded elastomeric-sealed joint. Furnish manufacturer's written instructions to the Engineer.

B. Aluminum Manhole Steps

1. Cast into walls of the precast sections to form a continuous ladder with a distance of twelve inches (12) between steps.

2. Aluminum drop-front type.
3. Stock No. 12653B made by Aluminum Company of America, Pittsburgh, PA.
4. Stock No. F-14-2-B made by New Jersey Aluminum Co., New Brunswick, N.J.,
5. Or an acceptable equivalent product.
6. Before the steps are built into the masonry and after thorough cleaning, those parts of aluminum steps which will be embedded shall be given a protective coating of an acceptable, heavy-bodied, bituminous material. The cleaning shall be done by suitable means and with suitable cleaning agents to ensure that the surfaces to be coated are free from all foreign matter such as dirt, oil, and grease. The steps shall be thoroughly rinsed and dried before the coating is applied and the coating shall have become thoroughly dry before the steps are built into the masonry.

C. Plastic Manhole Steps

1. Install in walls of the precast sections to form a continuous ladder with a distance of twelve inches (12) between steps.
2. Copolymer Polypropylene plastic manhole step Model PS2-PFSL as manufactured by M. A. Industries, Inc., Peachtree City, Georgia.
3. Plastic steps to be in conformance with ASTM D-4101 for type II propylene copolymers.
4. Plastic to encase 1/2-inch grade 60 steel reinforcing rod conforming to ASTM A-615.

D. Exterior Coating

1. The material shall be:
 - a. Minwax Fibrous Brush Coat made by the Minwax Co., New York, N.Y. or
 - b. Tremco 121 Foundation Coating made by the Koppers Co., Inc., Pittsburgh, PA; or
 - c. Acceptable equivalent product.

E. Rubber Gaskets (between manhole sections)

1. In accordance with ASTM C443.
2. Gasket configuration per manufacturers recommendation.

F. Butyl Resin Gaskets (between manhole sections)

1. In accordance with ASTM C990.
2. Gasket configuration per manufacturers recommendation.

2.03 ACCESSORIES

A. Manhole Frames and Covers

1. Furnish all cast-iron manhole frames and covers conforming to the details shown on the drawings, or as hereinbefore specified.
2. Castings shall be of good quality, strong, tough, even-grained cast iron, smooth, free from scale, lumps, blisters, sandholes, and defects of every nature which would render them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined to prevent rocking of covers.
3. Casting shall be thoroughly cleaned and subject to a careful hammer inspection.
4. Castings shall be at least Class 35 conforming to the ASTM A48.
5. Standard sewer frames to have 24-inch opening, and be General Foundries Inc., Model 8021904, or approved equal.
6. Standard sewer manhole covers to have 26-inch cover, have a gasket built into the cover, and be General Foundries Inc., Model 8013697, or approved equal. Pattern of cover and lettering shall comply with the Owner's standards.
7. Grinder pump structure manhole frames to have 36-inch opening, and be General Foundries Inc., Model 13681 or approved equal.
8. Grinder pump structure manhole covers to have 38-inch cover and be General Foundries Inc., Model 13681 or approved equal. Pattern of cover and lettering shall comply with the Owner's standards.

B. Brick

1. Sound, hard, and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Engineer.
2. In accordance with ASTM C32, Red Sewer Brick Only Grade SS.
3. In accordance with AASHTO M91-42, Red Sewer Brick Only Grade SS.
4. Reject brick shall be immediately removed from the work.

C. Mortar for Brickwork

1. Composed of Portland cement, hydrated lime, and sand in which the volume of sand shall not exceed three times the sum of the volume of cement and lime.
2. The proportions of cement and lime shall be 1:1/4.
3. Cement shall be Type II Portland cement in accordance with Specification SECTION 03300.
4. Hydrated lime shall be Type S conforming to the ASTM C207.
5. Hydrated lime shall be "Mortaseal" manufactured by U.S. Gypsum or
6. "4X Hydrate" manufactured by the New England Lime Company or

7. An acceptable equivalent product.
8. The sand shall conform to ASTM C144.

PART 3 EXECUTION

3.01 INSTALLATION

A. Manhole Sections

1. Set so as to be vertical and with sections and steps in true alignment.
2. Rubber gaskets shall be installed in all joints in accordance with the manufacturer's recommendations.
3. All holes in sections used for their handling shall be thoroughly plugged with rubber plugs made specifically for this purpose or with mortar. The mortar shall be one part cement to 1-1/2 parts sand, mixed slightly damp to the touch (just short of "balling"), hammered into the holes until it is dense and an excess of paste appears on the surface, and then finished smooth and flush with the adjoining surfaces.

B. Rubber and/or Butyl Resin Gaskets (between manhole sections)

1. In accordance with manufacturers recommendation.
2. Install in all joints between precast sections.

C. Brickwork

1. Only clean bricks shall be used.
2. Bricks shall be moistened by suitable means, until they are neither so dry as to absorb water from the mortar nor so wet as to be slippery when laid.
3. Each brick shall be laid in a full bed and joint of mortar without requiring subsequent grouting, flushing, or filling, and shall be thoroughly bonded.

D. Plastering And Curing Brick Masonry

1. Outside faces of brick masonry adjustment courses shall be plastered with mortar to a thickness of 1/2-inch.
2. If required, the masonry shall be properly moistened prior to application of the mortar.
3. The plaster shall be carefully spread and troweled. After hardening, the plaster shall be carefully checked by being tapped for bond and soundness.
4. Unbonded or unsound plaster shall be removed and replaced.

5. Brick masonry and plaster shall be protected from too rapid drying by the use of burlaps kept moist, or by other suitable means, and shall be protected from the weather and frost, to insure maximum strength.

E. Exterior Coating

1. The exterior surfaces of all manholes shall be given two coats of waterproofing material.
2. The waterproofing material shall be applied by brush or spray and in accordance with the instructions of the manufacturer.
3. Time shall be allowed between coats to permit sufficient drying so that the application of the second coat has no effect on the first coat.

3.02 SETTING MANHOLE FRAMES AND COVERS

- A. Manhole frames shall be set with the tops conforming accurately to the grade of the pavement or finished ground surface or as indicated on the drawings or directed. Frames shall be set concentric with the top of the masonry and in full bed of mortar so that the space between the top of the manhole masonry and the bottom flange of the frame shall be completely filled and made watertight. A thick ring of mortar extending to the outer edge of the masonry shall be placed all around and on the top of the bottom flange. The mortar shall be smoothly finished and have a slight slope to shed water away from the frame.
- B. Manhole covers shall be left in place in the frames on completion of work at the manholes.

3.03 CLEANING

- A. Manholes to be free of construction debris prior to final inspection.

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SECTION 02626

HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR PRESSURE SEWERS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements to furnish, install, and test high density polyethylene (HDPE) pressure pipe, fittings, and appurtenant materials.

B. Related Sections

1. Section 02200 - Earth Excavation, Backfill, Fill and Grading.
2. Section 02215 - Aggregate Materials
3. Section 02619 - Underground Utility Marking Tape

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM).

1. D1248, Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
2. D3261, Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
3. D3350, Specification for Polyethylene Plastics Pipe and Fittings Materials.
4. F714, Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter.

1.03 SUBMITTALS

A. Submit in accordance with SECTION 01300.

1. Pipe Installation Plan
 - a. The plan shall address temporary pipe storage, method of assembly, methods of installation, methods of fusion and qualifications of personnel performing the Work, pipe and joint inspection, and the hydrostatic pretest.
2. Shop Drawings
 - a. Showing pipe and fitting dimensions, schedules and other details for each size of pipe to be furnished for the project.
3. Samples
 - a. Samples of products if requested by the Engineer.

1.04 SITE CONDITIONS

A. Subsurface Data

1. NOT USED

B. Existing Utilities

1. Verify all existing utilities in accordance with Section 00700, 1.08.

PART 2 PRODUCTS

2.01 MATERIALS

A. Pipe and Fittings

1. Pipe and fittings shall be made of virgin material. No rework except that obtained from the manufacturer's own production of the same formulation shall be used.
2. Materials used for the manufacture of polyethylene pipe and fittings shall be PE3408 high density polyethylene meeting cell classification 345444C or 345444E per ASTM D3350; and meeting Type III classification, per ASTM D 1248; and shall be Listed in the name of the pipe and fitting Manufacturer in PPI Plastic Pipe Institute) TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings Compounds, with a standard grade rating of 1600 psi at 73 °F.
3. The Manufacturer shall certify that the materials used to manufacture pipe and fittings meets the above requirements.

2.02 METHOD OF MANUFACTURE

A. Pipe

1. Pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other faults.
2. Polyethylene pipe have a maximum SDR of 11 and shall be manufactured in accordance with ASTM F714, and shall be so marked.
3. Each production lot of pipe shall be tested for (from material or pipe) melt index, density, % carbon, (from pipe) dimensions and ring tensile strength.

B. Fittings and Custom Fabrications

1. General
 - a. Molded or fabricated by the pipe manufacturer.
 - b. Butt fusion outlets shall be made to the same outside diameter, wall thickness, and tolerances as the mating pipe.
 - c. Fully rated for the same internal pressure as the mating pipe.
 - d. Pressure de-rated fabricated fittings are prohibited.
2. Molded Fittings.
 - a. Manufactured in accordance with ASTM D3261, and shall be so marked.
 - b. Each production lot of molded fittings shall be subjected to the tests required under ASTM D3261.
3. Fabricated Fittings.
 - a. Manufactured by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock, or molded fittings.
 - b. Fully rated for internal pressure service at least equal to the full service pressure rating of the mating pipe.

- c. Part drawings shall be submitted for the approval of the Project Engineer.

2.03 RESTRAINTMENT

- A.

2.04 UNDERGROUND UTILITY MARKING

- A. In accordance with Specification SECTION 02629.

PART 3 EXECUTION

3.01 PROTECTION OF EXISTING STRUCTURES, UTILITIES, AND PAVEMENT

- A. Maintain all excavations, and dewatering systems to protect existing structures, utilities, and other facilities that are to remain in service.
- B. Obtain utility locations from the Owner and protect all existing utilities so that no damage occurs from construction. The contractor shall be solely responsible for all damage to utilities. Observe all rules and regulations governing utilities and notify utility owners in advance of all intended work involving or affecting utilities.
- C. Test Pits:
 - 1. Where determination of the exact location of pipe or other underground structure is necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations.
 - 2. When such test pits may be properly considered as incidental to other excavation, the Contractor shall receive no additional compensation, the work being understood to be included as part of the excavation.
 - 3. When the Engineer orders test pits beyond the limits of excavation he considers a part of the work, such test pits shall be paid for as specified in SECTION 01025.

3.02 ASSEMBLY

- A. The pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint.
- B. Threaded or solvent-cement joints and connections are not permitted.
- C. Equipment and procedures shall be used in strict compliance with the manufacturer's recommendations.
- D. The butt-fused joint shall be true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure.

E. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe.

3.03 INSPECTION

A. Provide inspection of each joint.

B. Defective joints shall be cut out and replaced at no cost to the Owner.

C. Joints rejected by the Engineer shall be repaired in accordance with the manufacturer's recommendation at Contractor's expense.

3.04 REPAIR

A. Repair or replace all damaged pipe. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Engineer shall be discarded and not used.

3.05 INSTALLATION

A. Pipe shall be handled into its position in the trench only in such a manner, and by means as acceptable to the Engineer. Care shall be taken to avoid damaging the pipe fittings.

B. Pipe and fitting shall be cleared of all debris, dirt, etc., before being laid and shall be kept clean until accepted in the complete work.

C. Except as otherwise indicated on the Drawings, the pipe shall be supported along its entire length by compacted crushed stone. No pipe or fitting shall be permanently supported on saddles, blocking, or stones. Crushed Stone shall be as specified under SECTION 02215.

D. If cutting is necessary, the pipe shall be cut by means of a conventional hand or power saw or an acceptable pipe cutter in accordance with the recommendations of the manufacturer. All field cut ends shall be square and beveled to duplicate the machining of the factory ends as closely as possible in accordance with the recommendations of the manufacturer.

E. Branch Connections

1.

F. Bedding Pipe

1. After the pipe has been properly placed, enough crushed stone shall be placed between the pipe and the sides of the trench, and thoroughly compacted, to hold the pipe in correct alignment.

G. Protection of Pipe

1. The Contractor shall take all necessary precautions to prevent flotation of the pipe in the trench.

2. At all times pipe installation is not in progress, the open ends of the pipe shall be closed with temporary watertight plugs, or by other acceptable means.
 3. If water is in the trench when work is to be resumed, the plug shall not be removed until suitable provisions have been made to prevent water, earth, or other substances from entering the pipe.
 4. Pipelines shall not be used as conductors for trench drainage during construction.
- E. Backfilling Pipelines
1. In accordance with SECTION 02200.

3.06 FIELD QUALITY CONTROL

- A. Provide qualified, certified fusion technicians to perform the work.
- B. Technical support, tools and required support systems used during the installation operation shall be provided by the Contractor.
- C. Butt Fusion Testing.
1. On everyday butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, and then fusion test straps shall be cut out. The test strap shall be 12 inches (min) or 30 times the wall thickness in length with the fusion in the center, and 1 inch (min) or 1.5 times the wall thickness in width. Bend the test strap until the ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.
 2. Perform butt fusion joints in the presence of the Engineer. Record the temperature and corresponding time for each fusion joint.
- D. Pressure and Leakage Tests
1. Except as otherwise directed, all pipelines shall be given combined pressure and leakage tests in sections of suitable length.
 2. The Contractor shall furnish and install suitable temporary testing plugs or caps; all necessary pressure pumps, pipe connections, meters, gages, relief valves, and other necessary equipment: and all labor required.
 3. Subject to the permission of the Engineer and provided that the tests are made with a reasonable time considering the progress of the project as a whole, and the need to put the section into service, the Contractor may make the tests when he desires.
 4. Unless it has already been done, the section of pipe to be tested shall be filled with water of acceptable quality, and all air shall be expelled from the pipe. If hydrants or blowoffs are not available at high points for releasing air the Contractor shall make the necessary taps at such points and shall plug said holes after completion of the test.

5. The section under test shall be maintained full of water for a period of 24 hours prior to the combined pressure and leakage test being applied. The pressure and leakage test shall consist of first raising the water pressure (based on the elevation of the lowest point of the section under test and corrected to the gage location) to a pressure in pounds per square inch numerically equal to the pressure rating of the pipe but not to exceed 160 psi. Care shall be taken not to apply this pressure to items of equipment known to be incapable of withstanding such pressure.
6. If the Contractor cannot achieve the specified pressure and maintain it for a period of one hour with no additional pumping, the section shall be considered as having failed to pass the test.
7. If the section fails to pass the pressure and leakage test, the Contractor shall do everything necessary to locate, uncover, and repair or replace the defective pipe, fitting, or joint, all at his own expense and without extension of time for completion of the work. Additional tests and repairs shall be made until the section passes the specified test and is considered acceptable by the Engineer.
8. If, in the judgment of the Engineer, it is impracticable to follow the foregoing procedure exactly for any reason, modifications in the procedure may be made as required and permitted by the Engineer, but in any event the Contractor shall be fully responsible for the ultimate tightness of the line within the above leakage and pressure requirements.

END OF SECTION

SECTION 02629

UNDERGROUND UTILITY MARKING TAPE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for furnishing and installing metallic (detectable) and non-metallic (non-detectable) marking tape over buried pipelines and conduits.

1.02 REFERENCES

- A. A.P.W.A. - American Public Works Association

1.03 SUBMITTALS

A. Shop Drawings

1. Submit in accordance with SECTION 01300 - SUBMITTALS

B. Samples

1. Provide samples of submitted products.

1.04 DESCRIPTION

A. General

1. Marking tape to be installed over all pipelines and conduits installed under this Contract.
2. Marking tape for non-ferrous pipe or conduits to be Detectable, magnetic type.
3. Marking tape for ferrous pipe or conduits to be Non-detectable, non-magnetic type.
4. Tape to be 6-inches wide.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Underground utility marking tape to be:

1. Detectable: Magnatec by THOR Enterprises, Inc., Sun Prairie, WI.
2. Non-detectable: Shieldtec by THOR Enterprises, Inc., Sun Prairie, WI.
3. Or product deemed equal by the Engineer.

2.02 MATERIALS

A. Detectable Underground Utility marking Tape

1. Minimum overall thickness: 5.0 mil (0.005”).
2. Aluminum foil core: 35 gauge (0.00035”) minimum.
3. Foil visible from both sides of tape.
4. Protective plastic jacket applied to both sides of foil.
5. Jacket adhesive applied directly to the film and foil.
6. No printing to extend to the edges of the tape.
7. No Dilutants, pigments or contaminants in the adhesive.
8. Adhesive formulated to resist degradation by elements normally found in soil.

B. Non-detectable Underground Utility marking Tape

1. Minimum overall thickness: 4.0 mil (0.004”).
2. Polyethylene plastic film: 100% virgin, low density acid and alkali-resistant.
3. Printing: Permanent, black, environmentally safe.
4. Coloring: color-fast, lead free, organic pigments suitable for direct burial and prolonged exposure to the elements normally found in soil.

C. Marking

1. Tape to printed with “BURIED *UTILITY* LINE BELOW”, replacing the word “*UTILITY*” with the word “WATER”, “SEWER”, “DRAIN”, “ELECTRIC”, “GAS”, or otherwise appropriate, repeating continuously every 30-inches max.

D. Color Code in accordance with A.P.W.A. Standards as follows:

- | | |
|----------------------------------|--|
| 1. Safety Red | Electric power and high voltage lines |
| 2. High Visibility Safety Yellow | Gas and oil distribution/Transmission
Dangerous materials/Steam |
| 3. Safety Alert Orange | Fiber optic/telephone/CATV |
| 4. Safety Precaution Blue | Water and irrigation lines |
| 5. Safety Green | Sewer/storm/sanitary systems, non-potable
water |
| 6. Safety Brown | Force mains and effluent lines |
| 7. Alert Purple | Reclaimed and effluent re-use lines |

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install marking tape directly above the pipeline or conduit tape is to identify, approximately 24-inches below the proposed finished grade.
- B. Install marking tape in accordance with manufacturers recommendations.
- C. Install marking tape over existing utilities disturbed by the Contractors operation.

END OF SECTION

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SECTION 02642

WATER SERVICE CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for furnishing and installing potable water service connections.

1.02 SUBMITTALS

A. Shop Drawings

1. In accordance with Section 01300, submit manufacturer's specifications, catalog data, descriptive literature, illustrations, diagrams, etc.

1.03 REFERENCES

A. American National Standards Institute

1. NSF/ANSI 61 – Drinking Water System Components - Health effects

B. American Society for Testing and Materials (ASTM)

1. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings
2. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
3. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
4. ASTM D2447 - Standard Specification for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter.

C. American Water Works Association (ANSI/AWWA)

1. ANSI/AWWA C800, Underground Service Line Valves and Fittings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fittings and accessories shall conform to the requirements of ANSI/AWWA C800 unless noted otherwise.

1. Corporation Stops shall be CC thread by compression connection.
2. Curb Stops shall be compression connection.
3. Other connection styles as approved by the Engineer.

- B. Fittings shall be manufactured by Clow Corporation, Chicago, IL; Mueller Co., Decatur, IL; Red Head Mfg. Co., Boston, MA; or an acceptable equivalent.
 - 1. Brass goods furnished under this specification shall be new and unused.
 - 2. Any metal part of the fitting in contact with the water must be made of Sebiloy II per ASTM B584 (UNS Alloy C89520). Brass alloys not assigned an ASTM/UNS alloy designation are not acceptable. Plated components in contact with the water not made of Sebiloy II are not approved.
 - 3. Metal components that do not contact the water shall comply with the requirements of ASTM B62 or ASTM B584 copper alloy number C83600.
 - 4. All seats/seals must be of an elastomeric material that has verifiable experience in water systems using chloramines for disinfection. Fluoroelastomers such as unfilled Teflon that exhibit poor tear and cut growth characteristics are not approved.
 - 5. All service fitting shall be certified as suitable for contact with drinking water by an ANSI accredited organization in accordance with NSF/ANSI 61.
 - 6. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified.

- C. Stops shall be ball valve style and have ends as required to suit type of pipe or tubing to be connected, and a combined cap and tee handle.

- C. Curb Boxes
 - 1. Buffalo style, 2 ½-inch, cast iron, heavy duty top section, sliding type with flare top and recess cover marked "WATER" and sliding type arched bottom section.
 - 2. Overall length to suit specified depth of cover requirements as approved by the Engineer.

- D. Service Piping
 - 1. Polyethylene tubing
 - a. In accordance with ASTM D2447.
 - b. Designed for a hydrostatic test pressure not less than 200 PSI.
 - c. Connections to be cold flared, unions or couplings not allowed.

- E. Service Saddle
 - 1. Model 317, manufactured by Smith Blair, Inc., Texarkana, TX.

PART 3 EXECUTION

- A. Water service and fire service connections shall be installed or replaced as required from the new water main corporation stop to the new curb stop and connected to the existing service. Remove and replace existing curb stop, remove service pipe from old main, tap new main, install new corporation stop, install polyethylene water service and fire service connection between new main and new installed curb stop.

- B. Service shall be maintained as continuously as possible, coordinate shut down with property owner.

- C. The tapping machine shall be rigidly fastened to the pipe as near the horizontal diameter as possible. The length of travel of the tap should be so established that when the stop is inserted and tightened with a 14-inch wrench, not more than one to three threads will be exposed on the outside. When a wet tapping machine is used, the corporation cock shall be inserted with the machine while it is still in place. Stops shall be tightened only sufficiently to be watertight. Care must be exercised not to overtighten.
- D. Service tubing shall be installed with care to avoid kinks or sharp bends. Do not allow tubing to contact ledge, rock or sharp stones which could cause damage.
 - 1. Wrap tubing with #12 tracer wire connected to the corporation and curb stop.
- E. Provide at least 6-inches of coarse grained sand or gravel with a maximum particle size of ½-inch adjacent to and above the service pipe. Backfill remainder of trench with approved backfill material.
- F. Services shall be flushed before activating to avoid meter clogging.
- G. The Engineer must observe all service connections under normal water main pressure prior to backfilling of the service trench to check for leakage.
- H. Service connections shall be free from leaks and may be pressure tested through the water main as directed by the Engineer.
- I. The curb service boxes shall be set in a true vertical position and if the boxes are within the limits of the roadway or within areas where the plowing of snow will take place, the tops of the boxes shall be set about ½-inch below the top of the finished grade. In locations where these boxes are not likely to be disturbed, the tops shall be set flush with the adjoining ground.

END OF SECTION

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SECTION 02650

RELOCATION OF EXISTING UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements to relocate existing utilities which conflict with the proposed Work.
 - 1. Relocations by Contractor
 - a. The Contractor shall coordinate with the respective utility company to the extent necessary to relocate the conflicting utility with the Contractor's forces, comply with the Utility Company's requirements and not cause delays in this Contract.
 - 2. Relocation by the Utility Company
 - a. The Contractor shall coordinate with the respective utility company in order schedule the work with the Utilities forces and not cause delays in this Contract.

1.02 SUBMITTALS

- A. In accordance with Section 01300 submit utility relocation plans indicating limits and details of the relocation work.

1.03 PROJECT/SITE CONDITIONS

- A. Existing conditions
 - 1. The presence of utilities within the streets, roads and right of ways customarily indicate service lines connecting the buildings and structures along the route. Safeguard all utilities and there respective service connections from damage during the performance of the Work.
 - 2. The presents of utility poles indicates overhead wires for electric, telephone and cable TV also exist. Protect all overhead wires, including service lines, from damage caused by equipment used to perform the Work.
 - 3. Existing utilities, as indicated on the Drawings are from the best available information. The accuracy of such is not guaranteed.
- B. Relocation of Utilities
 - 1. Relocation of existing utilities will be required when;
 - a. Realignment of the proposed Work will have detrimental effects on the proposed Work or existing utility.
- C. Support of Utilities
 - 1. Support of existing utilities will be allowed when;
 - a. The location of the existing utility does not interfere with the proposed excavation, excavation support, installation of piping structures, and appurtenances.

- b. Support in place will not be detrimental to the utility itself.
- c. Support of utility is in accordance with the requirements of the utility in question.

1.04 SCHEDULING

A. Coordination

1. Coordinate all existing utility relocation work with the appropriate utility company.
2. Notify underground utility locating service (Dig Safe, Call Before You Dig, etc.) in accordance with State requirements.
3. Conduct test pits to identify utility locations needed to perform the Work only after coordination with the utility company and in time to prevent delay of the Work.
4. Coordinate with local water authority to operate water valves as required.

PART 2 PRODUCTS

2.01 MATERIALS

- A. As required by the utility company, or as specified, or as approved by the Engineer.
- B. To be new.

PART 3 EXECUTION

3.01 EXAMINATION

- A. After test pit excavations are performed, submit as built information to utility company and the Engineer.

3.02 INSTALLATION

- A. In strict accordance with the requirements of the Utility Company responsible for the Work.

3.03 TESTING

- A. Perform pressure and leakage testing on water lines relocated and infiltration or exfiltration testing on storm drains and sewers relocated in accordance with local agencies responsible for the utility.

3.04 INSPECTION

- A. Allow access to the relocation work for inspections and recording as-built information.

END OF SECTION

SECTION 02930

LOAMING AND SEEDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for loaming, fertilizing, seeding, and related work in areas disturbed in the process of performing the Work under this contract.

1.02 SUBMITTALS

- A. In accordance with SECTION 01300 submit the following:

- 1. Submit with seed, certificates confirming seed mixture, purity, germinating value, and crop year identification.
- 2. Submit test samples of loam.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Fertilizer:

- 1. Delivered mixed as specified in standard size, unopened containers showing weight, analysis, and name of manufacturer.
- 2. Store in weatherproof place.

- B. Seed:

- 1. Delivered in original unopened containers with mixture listed.

PART 2 PRODUCTS

2.01 LOAM

- A. Fertile, natural topsoil, typical of locality, without admixture of subsoil, refuse or other foreign materials, and obtained from well-drained arable site. Mixture of sand, silt and clay particles in approximately equal proportions. Free of stumps, roots, heavy or stiff clay, stones large than 1 inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other deleterious matter.
- B. Not less than 4 percent nor more than 20 percent organic matter as determined by loss on ignition of oven-dried samples.
- C. Loam test samples dried to constant weight at temperature of 230 degrees. F., plus or minus nine degrees.

- D. Use loam, having prior vegetative growth that did not contain toxic amounts of either acid or alkaline elements.

2.02 LIME, FERTILIZER AND SEED

- A. Ground agricultural limestone containing not less than 85 percent of total carbonates.
- B. Complete fertilizer, at least 50 percent of nitrogen derived from natural organic sources of ureaform and containing following percentages by weight:

Nitrogen 10% Phosphorus 10% Potash 10%

- C. Turf grass seed, clean, high in germinating value and latest year's crop mixture as follows:

Name	Minimum Proportion by Weight	Percent Purity	Percent Germination
Kentucky bluegrass	20%	87%	85%
Merion Kentucky bluegrass	20%	87%	85%
Red Chewings fescue	45%	98%	85%
Italian rye	15%	98%	90%

PART 3 EXECUTION

3.01 GENERAL

- A. Supply suitable quantities of water, hose and appurtenances.

3.02 LOAM

- A. Spread loam on areas to 6-inch depth after compaction, fine grade and compact.

3.03 LIME, FERTILIZER AND SEEDING

- A. Apply lime by mechanical means at rate of 3000 pounds per acre.
- B. Apply fertilizer at rate of 1200 pounds per acre.
- C. Remove weeds or replace loam and reestablish finish grades, if any delays in seeding lawn areas and weeds grow on surface or loam is washed out prior to sowing seed and

without additional compensation. Sow seed at rate of 175 pounds per acre on calm day, by mechanical means. "Hydro-Seeding" not permitted unless otherwise permitted or required by Engineer. Sow one-half of seed in one direction, and other half at right angles to original direction. Rake seed lightly into loam, to depth of not more than 1/4 inch and compact by means of an acceptable lawn roller weighing 100 to 150 pounds per linear foot of width.

- D. Water lawn areas adequately at time of sowing and daily thereafter with fine spray, and continue throughout maintenance and protection period.
- E. Seed during approximate time periods of April 1 to May 15 and August 15 to October 1, and only when weather and soil conditions are suitable for such work, unless otherwise permitted.

3.04 MAINTENANCE OF SEEDED AREAS

- A. Maintain lawn areas and other seed areas at maximum height of 2-1/2 inches by mowing at least three times. Weed thoroughly once and maintained until time of final acceptance. Reseed and refertilize with original mixtures, watering or whatever is necessary to establish over entire area of lawn and other seeded areas a close stand of grasses specified, and reasonably free of weeds and undesirable coarse native grasses.
- B. Begin maintenance immediately after each portion of lawn is seeded and continue for minimum of 45 days.
- C. Repair or replace all seeded areas which, in judgment of Engineer, have not survived and grown in satisfactory manner, for a period of one year after acceptance.
- D. Seeding replacement, same seed mixture as specified and furnished and installed as specified.

3.05 TEMPORARY COVER CROP

- A. Sow a temporary cover crop of buckwheat, domestic rye grass or other acceptable seed if there is insufficient time in the planting season to complete seeding, fertilizing, and permanent seeding at the option of Contractor or order of Engineer. Cut and water cover crop as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed into soil, the areas shall be fertilized and permanent seed crop sown as specified.

END OF SECTION

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DIVISION 3

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for furnishing and installing forms, reinforcing steel, concrete and expansion and/or construction joints

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. A185, Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
2. A615, Specification for deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
3. C31, Practice for Making and Curing Concrete Test Cylinders in the Field.
4. C33, Specification for Concrete Aggregates.
5. C39, Test Method for Compressive Strength of Cylindrical Concrete Specimens.
6. C42, Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
7. C94, Specification for ready Mixed Concrete.
8. C143, Test Method for Slump of Hydraulic Cement Concrete.
9. C150, Specification for Portland Cement.
10. C172, Practice for Sampling Freshly Mixed Concrete.
11. C231, Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. C260, Test Method for Air-Entraining Admixtures for Concrete.
13. C494, Specification for Chemical Admixtures for Concrete.
14. C920, Specification for Elastomeric Joint sealants.
15. D994, Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)
16. D1056, Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
17. D1751, Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

B. American Concrete Institute (ACI):

1. ACI 301, Specification for Structural Concrete for Buildings.
2. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
3. ACI 305, Recommended Practice for Hot Weather Concreting.
4. ACI 306, Recommended Practice for Cold Weather Concreting.
5. ACI 315, Building Code Requirements for Reinforced Concrete.

6. ACI 347, Guide to Formwork for Concrete.
- C. Concrete Reinforcing Steel Institute (CRSI):
 1. Manual of Standard Practice.

1.03 SUBMITTALS

- A. Submit Shop Drawings in accordance with SECTION 01300 for the following:
 1. Reinforcing Steel
 - a. Furnish in detail and completeness that all fabrication and placement at the site can be accomplished without the use of contract drawings for reference.
 - b. Include number of pieces, sizes, and grade of reinforcing steel, accessories, and any other information required for fabrication and placement.
 - c. Show joint layout and design
 - d. Check structural and site drawings for anchor bolts, anchors, inserts, conduits, sleeves, and any other items which are required to be embedded in concrete, and make necessary provisions as required so that reinforcing steel will not interfere with the placement of such embedded items.
 2. Concrete mix designs.
 3. Grout manufacturer/design mix (if included in this section)
 4. Manufacturer's data for ancillary materials such as joint fillers and sealants, epoxy bonding compound.

1.04 QUALITY ASSURANCE

- A. Selection of testing laboratory in accordance with SECTION 01410.
- B. Sample and Test Concrete as follows:
 1. Test Specimens: Make, cure and have tested, a minimum of one set of four test specimens from the concrete of each day's pour and for each fifty cubic yards of concrete cast in accordance with ASTM C172, C31 and C39. One cylinder shall be broken after seven days and three cylinders after twenty-eight day.
 2. Slump: A slump test shall be made for each truckload of concrete in accordance with ASTM C143. Slumps greater than design mix limit will be grounds for rejection of the concrete.
 3. Air Content: An air content test shall be made from each day's pour of concrete by the pressure method in accordance with ASTM C231. Air contents above or below the limits specified will be grounds for rejection of the concrete.
 4. In the event the compressive strength of the cylinders, when tested, is below the specified minimum, the Engineer may require test cores of the hardened structure to be taken by the Testing Laboratory in accordance with ASTM C42. If such test indicates that the core specimen is below the required strength, the concrete in question shall be removed and replaced without cost to the Owner. Any other work damaged as a result of this concrete removal shall be replaced with new materials to the satisfaction of the Engineer at no additional cost to the Owner. The cost of coring will be deducted from the contract amount. Where the Testing Laboratory has taken core cylinders and the concrete proves to be satisfactory,

core holes shall be filled in a manner satisfactory to the Engineer at no additional cost to the Owner.

5. The Contractor shall coordinate the date and location of tests with the Engineer before any concrete work is started.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Reinforcing steel.

1. Transport to the site, store, and cover in a manner which will ensure that no damage shall occur to it from moisture, dirt, grease, or any other cause that might impair bond to concrete or chip protective epoxy coating.
2. Store on the site at all times, a supply of approved reinforcing steel to ensure that there will be no delay of the work.
3. Identification of steel shall be maintained after bundles are broken.

PART 2 PRODUCTS

2.01 MATERIALS

A. Portland Cement.

1. In accordance with ASTM C150, Type II of U.S. manufacture.
2. Only one brand of cement shall be used on the project.

B. Aggregates.

1. Fine aggregate, in accordance with ASTM C33, clean and graded from 1/4 inch to fines.
2. Coarse aggregate, in accordance with ASTM C33, clean and graded from 1/4 inch to maximum sizes hereinafter specified.

C. Air Entraining Agent.

1. In accordance with ASTM C260.

D. Water Reducing Agent.

1. In accordance with ASTM C494 Type A.

E. Microsilica Admixture.

1. Packaged in easily dispersing form.

F. Water.

1. Clean and potable,
2. Free of impurities detrimental to concrete.

G. Reinforcing Bars.

1. New, deformed billet steel bars, in accordance with ASTM A615, Grade 60.

H. Welded Wire Fabric

1. In accordance with ASTM A185.

I. Accessories.

1. Reinforcement accessories, consisting of spacers, chairs, ties, and similar items shall be provided as required for spacing, assembling, and supporting reinforcement in place.
2. All accessories shall be dielectric coated steel or approved plastic accessories, conforming to the applicable requirements of the CRSI Standards.

J. Tie wire.

1. 16 gauge or heavier black annealed wire.

K. Form Ties and Spreaders.

1. Standard metal form clamp assemble and plastic cone, of type acting as spreaders and leaving no metal within 1 inch of concrete face.
2. Provide form tie with water stop for all walls to be in contact with earth or liquid.
3. Inner tie rod shall be left in concrete when forms are removed.
4. No wire ties or wood spreaders will be permitted. Use ½" x 1" C.T. plastic cones for sinkages.

L. Form Coatings.

1. Non-grain raising and non-staining type that will not leave residual matter on surface of concrete or adversely affect proper bonding of subsequent application of other material applied to concrete surface.
2. "Nox-Crete Form Coating" as manufactured by Nox-Crete Company, or approved equal.
3. Coatings containing mineral oils or the non-drying ingredients will not be permitted.

M. Grout.

1. High-strength, non-shrink grout with saltwater resistance.
2. Five Star Special Grout 120 or equivalent.

2.02 CONCRETE STRENGTHS AND PROPORTIONS

- A. Cast-in-place concrete shall have the minimum compressive strength at 28 days as indicated on the Drawings.
- B. The exact proportions for the mix, including amounts admixture (if any), and water, shall be determined by the concrete supplier.
- C. The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement with the method of placing employed not he work, but without permitting the materials to segregate or excess free water to collect on the surface.
- D. Air-Entrainment: The air content in all concrete shall be maintained at 5 to 7 percent.

2.03 PREMOLDED JOINT FILLER

A. Bituminous Type.

1. In accordance with ASTM D994 or D1751.

B. Sponge Rubber Type.

1. Neoprene, closed-cell, expanded in accordance with ASTM D1056, Type 2C5, with a compression deflection, 25 percent deflection (limits), 17 to 24 psi (119 to 168 kPa) minimum.

2.04 POURABLE JOINT FILLERS

A. Filler for Nonpotable Water Structures

1. Specific Gravity: Greater than 1.0 for cured, in-place filler.
2. Vertical and Sloped Joints: Furnish gun grade material that will remain as placed in joints and will not run down slope.
3. Suitable for continuous immersion and exposure to liquid being contained in the structure.

2.05 JOINT SEALANTS

A. In slabs.

1. In accordance with ASTM C920 for poured 2-component polyurethane sealant.
2. Sikaflex-2c, as manufactured by Sika Corporation or approved equivalent.

B. In walls.

1. Type II, Class A, compound conforming to Interim Federal Specification TT-S-00227E (3) (COM-NBS) for Sealing Compound; Elastomeric Type, Multi-Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures).
2. Sikaflex-1a, as manufactured by Sika Corporation or approved equivalent.

2.06 EPOXY BONDING COMPOUND

- A. The epoxy bonding compound shall be a three-component, solvent-free, moisture-tolerant, epoxy modified, cementitious product specifically formulated as a bonding agent and anti-corrosion coating. The product shall have suitable contact time, fluidity, and application temperature for this type of application.

PART 3 EXECUTION

3.01 FORMWORK

A. Falsework for Forms

1. Build and maintain necessary false work for the forms.

B. Construction of Forms

1. General
 - a. Construct in accordance with ACI 347.
 - b. Construct of sound material, to the correct shape and dimensions, mortar tight, of sufficient strength, and so braced and tied together that the movement of men, equipment, materials, or placing and vibrating the concrete will not throw them out of line or position.
2. Embedded Items
 - a. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
 - b. Do not embed wood, other than necessary nailing blocks, in concrete.
 - c. Extended complete cooperation to suppliers of embedded items in their installation.
 - d. Secure information for embedded items from other trades as required.
 - e. Securely anchored embedded items in correct location and alignment prior to placing concrete.
3. Openings for Items Passing Through Concrete
 - a. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
 - b. Coordination work of this nature in order that there will be no unnecessary cutting and patching of concrete.
 - c. Cutting and repairing of concrete as a result of failure to provide for such openings shall be paid for by the Contractor at no additional expense to the Owner.

C. Removing Forms and False work

1. Forms shall not be removed for at least 72 hours after concrete has been placed.
2. Forms shall not be removed until the concrete has attained sufficient strength to insure stability.

3.02 REINFORCING STEEL

A. General

1. Place reinforcing steel in accordance with the drawings and approved shop drawings and the applicable requirements of the CRSI, Manual of Practice.
2. Install reinforcement accurately and secure against movement, particularly under the weight of workmen and the placement of concrete.

B. Reinforcing Steel Supports

1. Support bars on approved plastic or dielectric-coated metal chairs or spacers, accurately placed and securely fastened to forms or steel reinforcement in place.
2. Supply additional bars, whether specifically shown on the drawings or not, where necessary to securely fasten reinforcement in place.
3. Support legs of accessories in forms without embedding in form surface.
4. Spacing of chairs and accessories shall conform to CRSI, Manual of Standard Practice. Accurately space hoops and stirrups and wire to the reinforcement.
5. Permit no loose wood inside forms.

6. Lifting of welded wire fabric into proper position while concrete is being poured rather than supporting fabric on chairs will not be permitted.

C. Placing and Tying

1. Set in place, space, and rigidly and securely tie or wire with tie wire at all splices and at all crossing points and intersections in the positions shown, or as directed.
2. Rebending of bars on the job to accommodate existing conditions will not be permitted without the written approval of the Engineer.
3. Points ends of wire ties away from forms.

D. Spacing

1. Minimum center to center distance between parallel bars shall be in accordance with the details on the drawings, or, where not shown, the clear spacing shall be 2 times the bar diameter but in no case less than 1½ inches or less than 1½ times the maximum size aggregate.

E. Splices

1. Maximum 50% of steel spliced occurring within lap length.
2. Top bars shall be 1.3 times values given in 3.01.D.5.c.
3. Splice lengths.
 - a. #6 bars and smaller: 50-bar diameter
 - b. #7 bars and larger: 60-bar diameter

F. Concrete Covering

1. In accordance with ACI 315, except where shown otherwise on drawings.

3.03 CONCRETE

A. Mixing of Concrete

1. All concrete shall be ready-mixed concrete, and shall be mixed and delivered in accordance with ASTM C 94. The batch plant of the concrete producer shall be certified for compliance with the standards established by the National Ready-Mixed Concrete Association.
2. In the event concrete is mixed at a central batching plant, the delivery shall be arranged so that intervals between batches are kept to a minimum, and in any event not more than thirty (30) minutes. Trucks shall be in first class condition and kept in constant rotation during delivery.
3. Concrete shall be placed within 90 minutes after cement has been mixed with aggregate or 45 minutes after addition of water and admixtures.
4. No admixtures, except those mentioned in paragraph 2.01 shall be used. Calcium chloride will not be permitted.
5. Truck delivery slips of all concrete delivered to the job shall indicate the quantity and quality of concrete, additives, date and time of batching and delivery, and the location of placement. Delivery slips shall be forwarded to the Engineer at the end of each pour.

B. Cold Weather Concreting.

1. In accordance with ACI 306.

2. Concrete shall not be mixed or placed when the temperature is below 40 degrees F, or when conditions indicate that the temperature will fall below 40 degrees F within 72 hours unless precautions are taken to protect the concrete.
 3. Concrete temperature shall be maintained, when deposited, at not less than 60 degrees F. Reinforcement, forms, and ground which concrete will contact must be completely free of frost.
 4. Concrete and formwork must be kept at a temperature of not less than 50 degrees F. for not less than 96 hours after placing.
 5. Calcium chloride shall not be used.
- C. Hot Weather Concreting.
1. In accordance with ACI 305.
 2. The maximum temperature of the concrete, when deposited, shall be 85 degrees F. If the weather causes the placing temperature to exceed 85 degrees F., the mix shall be cooled by methods approved by the Engineer.
 3. No concrete shall be deposited when the air temperature is greater than 90 degrees F.
- D. Conveying and Placing Concrete.
1. In accordance with ACI 304.
 2. Notification: Before placing concrete, forms shall be thoroughly inspected. All chips, dirt, etc., shall be removed, all temporary bracing and cleats taken out, all openings for pipes, etc., properly boxed, all forms properly secured in their correct position and made tight, all reinforcement, anchors, and embedded items secured in their proper places. Concrete which may be on the forms or reinforcement, and which is set and dry, shall be cleaned off, and the forms and steel washed off before proceeding. Remove all foreign matter from forms and excavations.
 3. Water shall be removed from place of deposit before concrete is placed unless otherwise permitted by the Engineer. Any flow of water into an excavation shall be diverted through proper side drains into a sump, or shall be removed by other approved methods which will avoid washing away the freshly deposited concrete.
 4. Soil on which concrete will be poured shall be thoroughly wetted (except in freezing weather).
 5. Anchors and Embedded Items: Anchors, bolts, sleeves, inserts, wood blocking, and any other items to be embedded in concrete shall be accurately secured in position before the concrete is placed. Aluminum shall not be embedded in concrete.
 6. Handling and Depositing
 - a. Before any concrete is placed, notify all whose work is in any way connected with or influenced by the concrete work, and give them reasonable time to complete all portions of their work that must be completed before concrete is deposited.
 - b. Immediately before concrete is placed, inspect all forms to insure that they are in proper position, sufficiently rigid, thoroughly clean, properly oiled and free from foreign materials, and that all reinforcement is in proper position.
 - c. Concreting, once started, shall be carried on as a continuous operation until the section of approved size and shape is completed.

- d. Concrete shall be conveyed as rapidly as practicable from the mixer to the place of final deposit by methods that prevent the separation or loss of ingredients. It shall be deposited, as nearly as practicable, in its final position to avoid rehandling or flowing.
 - e. Concrete shall not be dropped freely where reinforcement will cause segregation, nor shall it be dropped freely more than six (6) feet. Concrete shall be deposited to maintain a plastic surface approximately horizontal.
 - f. Concrete that has partially hardened shall not be deposited in the work.
7. Pumping
- a. Concrete may be placed by pumping if first approved in writing by the Engineer for the location proposed.
 - b. Equipment for pumping shall be of such size and design as to ensure a practically continuous flow of concrete at the delivery end without separation of materials.
 - c. The concrete mix shall be designed to the same requirements as herein before specified, and may be richer in lubricating components in order to allow proper pumping.
 - d. Concrete shall not be pumped through aluminum pipes.
8. Vibrating and Compacting
- a. All concrete shall be thoroughly consolidated and compacted by suitable means during the operation of placing, and shall be thoroughly worked around reinforcement, embedded items, and into the corners of the forms. All concrete against forms shall be thoroughly spaded. Internal vibrators shall be used under experienced supervision, and shall be kept out of contact with reinforcement and wood forms. Vibrators shall not be used in a manner that forces mortar between individual form members.
 - b. Vibrators shall be flexible electric type or approved compressed air type, adequately powered and capable of transmitting to the concrete not less than seven thousand (7,000) impulses per minute. Vibration shall be sufficiently intense to cause the concrete to flow or settle readily into place without separation of the ingredients. A sufficient number of vibrators shall be employed so that complete compaction is secured throughout the entire volume of each layer of concrete. At least one (1) vibrator shall be kept in readiness as a spare for emergency use. Vibrators shall be such that the concrete becomes uniformly plastic with their use.
 - c. Vibration shall be close to the forms but shall not be continued at one spot to the extent that large areas of grout are formed or the heavier aggregates are caused to settle. Care shall be taken to not disturb concrete that has its initial set.
 - d. Where conditions make compacting difficult, or where the reinforcement is congested, batches of mortar containing the same proportions of cement to sand as used in the concrete shall first be deposited in the forms, to a depth of at least one inch.
 - e. The responsibility for providing fully filled out, smooth, clean, and properly aligned surfaces free from objectionable pockets shall rest entirely with the Contractor.

3.04 CONSTRUCTION JOINTS

- A. Construction joints shall be located a maximum of 40 feet apart. If, for any reason, the contractor feels a change is necessary, he shall prepare a placing plan and submit it to the Engineer for approval.
- B. Where a joint is to be made, the surface of the concrete shall be sandblasted or thoroughly picked, thoroughly cleaned, and all laitance removed. In addition to the foregoing, joints shall be thoroughly wetted, but not saturated, and slushed with a coat of grout immediately before the placing of new concrete.
- C. Approved keys shall be used at all joints, unless detailed otherwise.
- D. Forms shall be retightened before placing of concrete is continued. There shall be an interval of at least 48 hours between adjacent pours.
- E. Bonding Concrete at Construction Joints
 - 1. To new concrete construction joints:
 - a. Thoroughly clean and saturate joint with water.
 - b. Cover horizontal wall surfaces as specified in this Section, and immediately place concrete.
 - c. Limit concrete lift placed immediately on top of bonding compound to 12 inches thick.
 - d. Thoroughly vibrate to mix and consolidate bonding compound and concrete together.
- F. Bonding new concrete to old concrete:
 - 1. Mechanically roughen existing concrete surfaces to a clean, rough surface using appropriate mechanical means to remove the existing concrete surface, and provide a minimum roughness profile of 1/4-inch.
 - 2. Saturate surface with water for 24 hours, cover with epoxy bonding compound and place concrete as specified for new concrete.
- G. Expansion Joints
 - 1. Expansion joints shall be located as shown on contract drawings.
 - 2. The joint shall include a joint filler, a bond breaker and joint sealant and installed as indicated on contract drawings.
- H. Joint Sealants.
 - 1. Prepare surface in accordance with manufacturers directions.
 - 2. Apply primer as recommended by sealant manufacturer.
 - 3. Install sealant with the proper tools and methods as directed by the sealant manufacturer.
- I. Patching
 - 1. Immediately after stripping forms, patch minor defects, form-tie holes, honeycombed areas, etc., before concrete is thoroughly dry.

2. Repair gravel pockets by cutting out to solid surface, form key, and thoroughly wet before placing patching mortar consisting of 1 part cement to 2 parts fine sand; compact into place and neatly finish. Honeycombed areas or gravel pockets which, in the Engineer's opinion are too large and unsatisfactory for mortar patching as described above, shall be cut out to solid surface, keyed, and packed solids with matching concrete to produce firm bond and surface.
3. The Contractor shall do all the cutting as required by himself or other trades. All such work shall be of the minimum size required. No excessive cutting will be permitted, or shall any structural members or reinforcement be cut.
4. The Contractor shall do all patching after work by other trades has been installed, where required, using Portland Cement Mortar 1:2 mix.

J. Protection and Curing

1. Protect concrete from injurious action of the elements and defacement of any nature during construction operations.
2. Keep concrete in a thoroughly moist condition from the time it is placed until it has cured, for at least (7) days.
3. Carefully protect exposed concrete corners from damage.
4. Allow no slabs to become dry at any time until curing operations are complete. In general, slabs shall be cured with non-staining curing paper, hosing or fog spray; vertical surfaces shall be curing with Burlene or fog spray or an approved curing compound.
5. Protect fresh concrete from drying winds, rain, damage, or spoiling. Curing paper shall be lapped 4 inches minimum at joints and sealed with waterproof tape.

K. Concrete Finishes

1. Unexposed Surfaces: All unexposed surfaces shall have any form finish, at the Contractor's option.
2. Wearing Surface Finish: Float the surface by hand using a wooden or magnesium float. Finish with a flexible bristle broom. Permit surface to harden sufficiently to retain the scoring or ridges. Broom transverse to traffic or at right angles to the slope of the slab.
3. Addition of Material: The addition of cement, sand, water, or mortar to slab surfaces while finishing concrete is strictly prohibited.

L. Defective Work

1. The following concrete work shall be considered defective and may be ordered by the Engineer to be removed and replaced at Contractor's expense:
 - a. Incorrectly formed.
 - b. Not plumb or level.
 - c. Not specified strength.
 - d. Containing rock pockets, voids, honeycomb, or cold joints.
 - e. Containing wood or foreign matter.
 - f. Otherwise not in accordance with the intent of the Drawings and Specifications.

END OF SECTION

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DIVISION 11

SECTION 11306

PREFABRICATED SUBMERSIBLE GRINDER PUMPING STATIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Furnishing complete, One Hundred and seventeen (117) factory-built and tested Wetwell/Drywell Grinder Pump Stations, each consisting of grinder pump suitably mounted in a basin constructed of high density polyethylene (HDPE).

B. Related Sections

1. Section 01300 – Submittals
2. Section 02200 - Earth Excavation, Backfill, Fill and Grading
3. Section 02607 – Precast Concrete Manholes
4. Section 03300 - Cast-In-Place Concrete

1.02 REFERENCES

A. American Concrete Institute

1. ACI 318, Building Code Requirements for Structural Concrete
2. ACI 350, Environmental Engineering Concrete Structures

B. Institute of Electrical and Electronics Engineers (IEEE)

1. IEEE Std 100 Standard Dictionary of Electrical Terms.
2. IEEE Std 112 Test Procedure for Polyphase Induction Motors.
3. IEEE Std 242 Protection of Industrial and Control Power Systems.

D. National Electric Code (NEC) / National Electrical Manufacturers Assoc. (NEMA)

1. NEC, National Electrical Code.
2. NEMA Std MG1 Motors and Generators.

E. Miscellaneous References

1. AISI, American Iron and Steel Institute.
2. National Fire Protection Association (NFPA)
3. Underwriters' Laboratories (UL)
4. American Association of State Highway and Transportation Officials (AASHTO)

1.03 SYSTEM DESCRIPTION

A. Design Requirements

1. The grinder pumping stations shall be designed for the continuous conveyance of raw, unscreened, domestic sanitary sewage thru automatic operation, for extended periods of time.
2. The stations shall be designed for safe efficient operation in accordance with the details in these Contract Documents.
3. Pumps shall be submersible sewage grinder pumps in accordance with this specification, and shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG), 11 GPM against a rated total dynamic head of 92 feet (40 PSIG), and 7.8 GPM against a rated total dynamic head of 185 feet (80 PSIG). The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head.

B. Manufacturer

1. Grinder pump stations, complete with all appurtenances, form an integral system, and as such, shall be supplied by one grinder pump station manufacturer. The **CONTRACTOR** shall be responsible for the satisfactory operation of the entire system. The equipment specified shall be a product of a company experienced in the design and manufacture of grinder pumps for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of grinder pump replacement parts. The **MANUFACTURER** shall provide, upon request, a reference and contact list from ten of its largest contiguous grinder pump installations of the type of grinder pumps described within this specification.
2. The **MANUFACTURER** of the grinder pump station shall be Environment One Corporation (or Proposed Alternate).
3. Attention is directed to the fact that the drawings and overall system design are based on a particular piece of equipment from a particular manufacturer. These specifications are intended to provide guidelines for standard equipment of a recognized manufacturer who already meets all the requirements of this specification.

1.04 SUBMITTALS

A. Product Data and Shop Drawings

1. In accordance with SECTION 01300, Submittals, provide the following:
 - a. Detailed drawings and literature on all equipment including descriptions, diagrams, dimensions, materials, specifications, and drawings indicating compliance with the Contract Documents.

- b. Catalog cut sheets reflecting characteristics for major items of equipment, pump characteristic curves showing the design duty point capacity (GPM), head (FT), and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.
- c. Layout of mechanical equipment and anchor bolt locations for station.
- d. Pipe penetrations and station access clearances shall be dimensioned

B. Operations and Maintenance Manual

1. As a minimum, the manuals shall include:
 - a. Pumping System Equipment and Controls.
 - c. Electrical Components including motor and starting equipment data list.
 - d. Complete vendor list, stating addresses and telephone numbers.
2. All elements and components of the equipment or system shall be included in the manual including a description of how the equipment or complete system works. Additionally, where a number of components are furnished to provide a complete system, the operation of the components as they relate to the complete system shall be described.
3. Include all necessary instruction for the maintenance and operation of the equipment or system in accordance with the manufacturer's recommendations,
4. Each pump station manual must be completely approved prior to station delivery.

1.05 QUALITY ASSURANCE

A. Manufacturers Qualifications: The equipment furnished hereunder shall be the product of a company experienced in the design and manufacture of grinder pumps specifically designed for use in low pressure systems.

1. Manufacturers shall have at least 10 years of experience in the design and manufacture of units of identical size(s) and performance to the specified units.
2. Manufacturers shall have not less than 500 successful installations of low pressure sewer systems utilizing grinder pumps of like type to the grinder pumps specified herein. An installation is defined as a minimum of 25 pumps discharging into a common force main which forms a low pressure sewer system.
3. The **CONTRACTOR** (supplier) proposing alternate equipment shall also submit, as part of the bid schedule, an installation list with contact person(s), phone number(s) and date(s) of at least 10 installations of the type of pump specified herein that have been in operation for at least 10 years.

B. Codes and Standards

1. UL and NEMA Compliance: Provide electric motors and electrical components required as part of packaged pump station, which have been listed and labeled by Underwriters Laboratories and comply with NEMA standards.

2. NEC Compliance: Comply with NFPA 70 “National Electrical Code” as applicable to installation and electrical connections of ancillary electrical components of packaged pump stations.
3. NSF International: The grinder pump shall meet accepted standards for plumbing equipment for use in or near residences, shall be free from noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low pressure sewer system applications. As evidence of compliance with this requirement, the grinder pump shall bear the seal of NSF International.

1.06 WARRANTY

- A. The grinder pump **MANUFACTURER** shall provide a part(s) and labor warranty on the complete station and accessories, including, but not limited to, the panel for a period of 24 months after notice of **OWNER’S** acceptance. Any manufacturing defects found during the warranty period will be reported to the **MANUFACTURER** by the **OWNER** and will be corrected by the **MANUFACTURER** at no cost to the **OWNER**.
- B. A Warranty Performance Certification statement executed by the most senior executive officer of the grinder pump **MANUFACTURER**, shall certify a minimum of a 24-month warranty. The Warranty shall state that the **MANUFACTURER** will bear all costs to correct original equipment deficiency for the effective period of the warranty. All preventive maintenance type requirements shall be included in this form as exclusions. The pump station manufacturer shall warrant all equipment to be of quality construction, free of defects in material and workmanship.
- C. The warranty shall become effective upon completion and acceptance of the Work as described in SECTION 00500 - AGREEMENT.

PART 2 PRODUCTS

2.01 TANK AND INTEGRAL ACCESSWAY

- A. **The tank and integral accessway shall be as manufactured by eone systems - Model DH071, and shall be High Density Polyethylene Construction.** The tank shall be a Wetwell/Drywell design made of high density polyethylene, with a grade selected to provide the necessary environmental stress cracking resistance. Corrugated sections are to be made of a double wall construction with the internal wall being generally smooth to promote scouring. The corrugations of the outside wall are to be a minimum amplitude of 1-1/2" to provide necessary transverse stiffness. Any incidental sections of a single wall construction are to be 0.250" thick (minimum). All seams created during tank construction are to be thermally welded and factory tested for leak tightness. The tank wall and bottom must withstand the pressure exerted by saturated soil loading at maximum burial depth. All station

components must function normally when exposed to 150 percent of the maximum external soil and hydrostatic pressure.

- B. The tank shall be furnished with one EPDM grommet fitting to accept a 4.50" OD DWV or Schedule 40 pipe. The tank capacities shall be as shown on the contract drawings.
- C. The Drywell accessway shall be an integral extension of the Wetwell assembly and shall include a lockable cover assembly providing low profile mounting and watertight capability. The accessway design and construction shall enable field adjustment of the station height in increments of 4" or less without the use of any adhesives or sealants requiring cure time before installation can be completed.
- D. The station shall have all necessary penetrations molded in and factory sealed. To ensure a leak free installation no field penetrations will be acceptable.
- E. Discharge piping shall be constructed of 304 stainless steel. The discharge shall terminate outside the accessway bulkhead with a stainless steel, 1-1/4" Female NPT fitting. The discharge piping shall include a stainless steel ball valve rated for 235 psi WOG; PVC ball valves or brass ball/gate will not be accepted. The bulkhead penetration shall be factory installed and warranted by the manufacturer to be watertight.
- F. The accessway shall include a single NEMA 6P Electrical Quick Disconnect (EQD) for all power and control functions, factory installed with accessway penetrations warranted by the manufacturer to be watertight. The EQD will be supplied with 32', 25' of useable Electrical Supply Cable (ESC) outside the station, to connect to the alarm panel. The ESC shall be installed in the basin by the manufacturer. Field assembly of the ESC into the basin is not acceptable because of potential workmanship issues. The EQD shall require no tools for connecting, seal against water before the electrical connection is made, and include radial seals to assure a watertight seal regardless of tightening torque. Plug-type connections of the power cable onto the pump housing will not be acceptable due to the potential for leaks and electrical shorts. A junction box shall not be permitted in the accessway due to the large number of potential leak points. The EQD shall be so designed to be conducive to field wiring as required. The accessway shall also include an integral 2-inch vent to prevent sewage gases from accumulating in the tank.

2.02 CORE UNIT

- A. **CORE UNIT:** The grinder pump station shall have a cartridge type, easily removable core assembly consisting of pump, motor, grinder, all motor controls, check valve, anti-siphon valve, level controls, electrical quick disconnect and wiring. The core unit shall be installed in the basin by the manufacturer. Field assembly of the pump and

controls into the basin is not acceptable because of potential workmanship issues and increased installation time. In some cases, stations taller than 96” may be shipped on their side without the cores assembled in the basin for freight purposes but this is the only exception. The core unit shall seal to the tank deck with a stainless steel latch assembly. The latch assembly must be actuated utilizing a single quick release mechanism requiring no more than a half turn of a wrench. The watertight integrity of each core unit shall be established by a 100 percent factory test at a minimum of 5 PSIG.

- B. The grinder pump core, including level sensor assembly, shall have two lifting hooks complete with lift-out harness connected to its top housing to facilitate easy core removal when necessary. All mechanical and electrical connections must provide easy disconnect capability for core unit removal and installation. Each EQD half must include a water-tight cover to protect the internal electrical pins while the EQD is unplugged.

2.03 PUMPING SYSTEM

- A. **PUMP:** The pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the **progressing cavity type** with a single mechanical seal. Double radial O-ring seals are required at all casting joints to minimize corrosion and create a protective barrier. All pump castings shall be cast iron, fully epoxy coated to 8-10 mil Nominal dry thickness, wet applied. The rotor shall be through-hardened, highly polished, precipitation hardened stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. This material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance. Buna-N is not acceptable as a stator material because it does not exhibit the properties as outlined above and required for wastewater service.

- B. **GRINDER:** The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The grinder impeller (cutter wheel) assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. Attachment by means of pins or keys will not be acceptable. The grinder impeller shall be a one-piece, 4140 cutter wheel of the rotating type with inductively hardened cutter teeth. The cutter teeth shall be inductively hardened to Rockwell 50 – 60c for abrasion resistance. The shredder ring shall be of the stationary type and the material shall be white cast iron. The teeth shall be ground into the material to achieve effective grinding. The shredder ring shall have a staggered tooth pattern with only one edge engaged at a time, maximizing the cutting torque. These materials have been chosen for their capacity to perform in the intended environment as they are materials with wear and corrosive resistant properties.

This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to minimize clogging and jamming under all normal operating conditions including starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:

1. The grinder shall be positioned in such a way that solids are fed in an upward flow direction.
2. The maximum flow rate through the cutting mechanism must not exceed 4 feet per second. This is a critical design element to minimize jamming and as such must be adhered to.
3. The inlet shroud shall have a diameter of no less than 5 inches. Inlet shrouds that are less than 5 inches in diameter will not be accepted due to their inability to maintain the specified 4 feet per second maximum inlet velocity which by design prevents unnecessary jamming of the cutter mechanism and minimizes blinding of the pump by large objects that block the inlet shroud.
4. The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects," such as paper, wood, plastic, glass, wipes, rubber and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/4" diameter stainless steel discharge piping.

C. **MOTOR:** The motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, air-cooled induction type with Class F installation, low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. The motor shall be press-fit into the casting for better heat transfer and longer winding life. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc., for the application. Non-capacitor start motors or permanent split capacitor motors will not be accepted because of their reduced starting torque and consequent diminished grinding capability. The wet portion of the motor armature must be 300 Series stainless. To reduce the potential of environmental concerns, the expense of handling and disposing of oil, and the associated maintenance costs, oil-filled motors will not be accepted.

D. **MECHANICAL SEAL:** The pump/core shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary

ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

- E. **CHECK VALVE:** The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the stainless steel discharge piping. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure. The valve body shall be an injection molded part made of an engineered thermoplastic resin. The valve shall be rated for continuous operating pressure of 235 psi. Ball-type check valves are unacceptable due to their limited sealing capacity in slurry applications.

- F. **ANTI-SIPHON VALVE:** The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the stainless steel discharge piping. Moving parts will be made of 300 Series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure. The valve body shall be injection-molded from an engineered thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices due to their tendency to clog from the solids in the slurry being pumped. The anti-siphon port diameter shall be no less than 60% of the inside diameter of the pump discharge piping.

- G. **CONTROLS:** Motor starting controls shall be located in the cast iron enclosure of the core unit secured by stainless steel fasteners. All motor control components shall be mounted on a readily replaceable bracket for ease of field service.

Locating the motor starting controls in a plastic enclosure is not acceptable. The wastewater level sensing controls shall be housed in a separate enclosure from motor starting controls. The level sensor housing must be sealed via a radial type seal; solvents or glues are not acceptable. The level sensing control housing must be integrally attached to pump assembly so that it may be removed from the station with the pump and in such a way as to minimize the potential for the accumulation of grease and debris accumulation, etc. The level sensing housing must be a high-impact thermoplastic copolymer over-molded with a thermo plastic elastomer. The use of PVC for the level sensing housing is not acceptable.

Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic

elastomer suitable for use in wastewater and with excellent impact resistance. The air column shall have only a single connection between the water level being monitored and the pressure switch. Any connections are to be sealed radially with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily-exchanged unit. Depressing the push to run button must operate the pump even with the level sensor housing removed from the pump.

All fasteners throughout the assembly shall be 300 Series stainless steel. High-level sensing will be accomplished in the manner detailed above by a separate air column sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump ON/OFF and high-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices and their tendency to malfunction because of incorrect wiring, tangling, grease buildup, and mechanical cord fatigue. To assure reliable operation of the pressure switches, each core shall be equipped with a factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes. Tube or piping runs outside of the station tank or into tank-mounted junction boxes providing pressure switch equalization will not be permitted due to their susceptibility to condensation, kinking, pinching, and insect infestation. The grinder pump will be furnished with a 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements with a **FACTORY INSTALLED** NEMA 6P EQD half attached to it.

The level sensor assembly must be easily removed from the pump assembly for service or replacement. A pump push-to-run feature will be provided for field trouble shooting. The push-to-run feature must operate the pump even if the level sensor assembly has been removed from the pump assembly.

2.04 **ALARM PANEL**

- A. Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic polyester to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The enclosure shall not exceed 10.5" W x 14" H x 7" D, or 12.5" W x 16" H x 7.5" D if certain options are included.

- B. The alarm panel shall contain one 15-amp, double-pole circuit breaker for the pump core's power circuit and one 15-amp, single-pole circuit breaker for the alarm circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a

conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

- C. The alarm panel shall include the following features: external audible and visual alarm; push-to-run switch; push-to-silence switch; redundant pump start; and high level alarm capability. The alarm sequence is to be as follows when the pump and alarm breakers are on:
1. When liquid level in the sewage wet-well rises above the alarm level, the contacts on the alarm pressure switch activate, audible and visual alarms are activated, and the redundant pump starting system is energized.
 2. The audible alarm may be silenced by means of the externally mounted, push-to-silence button.
 3. Visual alarm remains illuminated until the sewage level in the wet-well drops below the “off” setting of the alarm pressure switch.
- D. The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).
- E. The entire alarm panel, as manufactured shall be listed by Underwriters Laboratories, Inc. and including any of the following options
1. **Generator Receptacle and Auto Transfer** – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power. Power shall be provided to that alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).

2.05 SPARE PARTS

- A. **MANUFACTURER** will supply one spare grinder pump core for every 50 grinder pump stations installed, complete with all operational controls, level sensors, check valve, anti-siphon valve, pump/motor unit, and grinder.

PART 3 EXECUTION

3.01 FACTORY TEST

- A. Each grinder pump shall be submerged and operated for 1.5 minutes (minimum). Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge assembly and each unit's dedicated level controls and motor controls. All factory tests shall incorporate each of the above listed items. Actual appurtenances and controls which will be installed in the field shall be particular to the tested pump only. A common set of appurtenances and controls for all pumps is not acceptable. Certified test results shall be available upon request showing the operation of each grinder pump at two different points on its curve. Additional validation tests include: integral level control performance, continuity to ground and acoustic tests of the rotating components.

The **ENGINEER** reserves the right to inspect such testing procedures with representatives of the **OWNER**, at the **GRINDER PUMP MANUFACTURER'S** facility.

3.02 EXAMINATION

- B. **DELIVERY:** All grinder pump units will be delivered to the job site 100 percent completely assembled, including testing, ready for installation. Field installation of the pump in tanks under 96 inches is not allowed. Field installation of the level sensor into the tank is not allowed. Grinder pump stations will be individually mounted on wooden pallets.
- C. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial numbers and parts lists with shipping documentation. Notify the manufacturers representative of any unacceptable conditions noted with shipper.

3.02 STORAGE

- A. Prior to installation, remove core unit from each tank basin and store in a location specified by the Owner.
- B. Store Alarm Panels for each station in a location specified by the Owner.

3.03 INSTALLATION

- A. Install pump station as located on the Contract Drawings. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery.
- B. Excavation and Backfill in accordance with SECTION 02200
 - 1. Earth works are specified under appropriate sections of Division 2, but are to be done as a part of the work under this Section, including any necessary sheeting and bracing. The Contractor shall be responsible for handling groundwater to provide firm, dry undisturbed subgrade for the structures, shall prevent water rising on new concrete within 24 hours after placing, and shall guard against flotation or other damage resulting from groundwater or flooding.
- C. The diameter of the excavated hole must be large enough to allow for the concrete anchor. A 6" inch (minimum) layer of naturally rounded aggregate, clean and free flowing, with particle size of not less than 1/8" or more than 3/4" shall be used as bedding material under each unit. A concrete anti-flotation collar, as detailed on the drawings, and sized according to the manufacturer's instructions, shall be required and shall be pre-cast to the grinder pump or poured in place. Each grinder pump station with its pre-cast anti-flotation collar shall have a minimum of three lifting eyes for loading and unloading purposes. If the concrete is poured in place, the unit shall be leveled, and filled with water, to the bottom of the inlet, to help prevent the unit from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a level higher than the inlet piping, an 8" sleeve is required over the inlet prior to the concrete being poured.
- D. The **CONTRACTOR** will provide and install a 4-foot piece of 4-inch SCH 40 PVC pipe with water tight cap, to stub-out the inlet for the property owners' installation contractor, as depicted on the contract drawings.
- E. The grinder pump station shall be installed at a minimum depth from grade to the top of the 1 1/4" discharge line, to assure maximum frost protection.

3.04 CLEANING

A. Prior to acceptance, inspect interior and exterior of pump station for dirt, debris and damage. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.

END OF SECTION

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