



Town of Wareham, Massachusetts
**Emergency Repairs to
Wankinquoah Avenue**

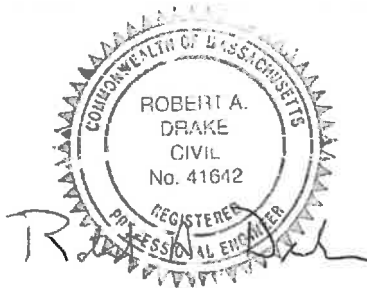
Sewer Main

Contract 2023-001

May 2023

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

**NOT FOR
CONSTRUCTION**



5/24/23

Professional Registration No.: 41642



BETA

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DIVISION 0

SECTION 00200

INFORMATION FOR BIDDERS

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- 1.02 Location and Work to be Done
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1.01 RECEIPT AND OPENING OF BIDS

A. NOT APPLICABLE

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 "**Emergency Repairs to Wankinquoah Avenue Sewer Main, Contract No. 2023-001**".

- 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. NOT APPLICABLE

1.04 PAYMENT FOR DRAWINGS AND DOCUMENTS

- A. NOT APPLICABLE

1.05 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS

- A. NOT APPLICABLE

1.06 PRE-BID CONFERENCE

- A. NOT APPLICABLE

1.07 BIDDERS TO INVESTIGATE

- A. NOT APPLICABLE

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. NOT APPLICABLE

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. NOT APPLICABLE

1.16 COMPARISON OF BIDS

- A. NOT APPLICABLE

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

SECTION 00300

BID

To the Town of Wareham, Massachusetts, herein called the "Owner", for
"Emergency Repairs to Wankinquoah Avenue Sewer Main, Contract No. 2023-001".

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>
Sewer and Drain Work			
1	2 days	Investigation of Sewer Laterals, per day, <u>One thousand four hundred thirty</u> dollars	
		and <u>NO</u> cents (\$ <u>1,430.00</u>)	\$ <u>2,860.00</u>
2A	330 lin. ft.	Furnish and Install 8-inch PVC Sewer Pipe, per linear foot, <u>Three hundred sixty</u> dollars	
		and <u>NO</u> cents (\$ <u>360.00</u>)	\$ <u>118,800.00</u>
2B	30* lin. ft.	Furnish and Install 12-inch D.I. Drain Pipe, per linear foot, <u>Five hundred four</u> dollars	
		and <u>NO</u> cents (\$ <u>504.00</u>)	\$ <u>15,120.00</u>
2C	100 lin. ft.	Furnish and Install Sewer Service Connections, per linear foot, <u>One thousand eight</u> dollars	
		and <u>NO</u> cents (\$ <u>1,008.00</u>)	\$ <u>100,800.00</u>
3	160 lin. ft.	Removal and Disposal of Asbestos Cement Pipe, (All Diameters), per linear foot, <u>One thousand one hundred fifteen</u> dollars	
		and <u>sixty two</u> cents (\$ <u>1,115.62</u>)	\$ <u>178,500.00</u>
4	8 vert .ft.	Furnish and Install Sewer Manhole Inside Drop Connection, per vertical foot, <u>Four hundred thirty two</u> dollars	
		and <u>NO</u> cents (\$ <u>432.00</u>)	\$ <u>3,456.00</u>

<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>
Pipe Scribing			
5	290 lin. ft.	Pipe Scribing, per linear foot, <u>Four hundred sixty</u> dollars and <u>eighty</u> cents (\$ <u>460.80</u>)	\$ <u>133,632.00</u>
6	2 each	Pipe Scribing Launching and Receiving Pits, per each, <u>Seven hundred sixty three thousand eight hundred</u> dollars <u>Seventy four</u> and <u>NO</u> cents (\$ <u>763,874.00</u>)	\$ <u>1,527,748.00</u>
Water Work			
7A	15 lin. ft	Furnish and Install 6-inch D.I.C.L. Water Main, per linear foot, <u>Two hundred eighty eight</u> dollars and <u>NO</u> cents (\$ <u>288.00</u>)	\$ <u>4,320.00</u>
7B	330 lin. ft	Furnish and Install 8-inch D.I.C.L. Water Main, per linear foot, <u>Four hundred forty six</u> dollars and <u>forty</u> cents (\$ <u>446.40</u>)	\$ <u>147,312.00</u>
8A	1 valve	Furnish and Install 6-inch Gate Valve, per valve, <u>Seven thousand two hundred</u> dollars and <u>NO</u> cents (\$ <u>7,200.00</u>)	\$ <u>7,200.00</u>
8B	6 valve	Furnish and Install 8-inch Gate Valve, per valve, <u>Ten thousand eight hundred</u> dollars and <u>NO</u> cents (\$ <u>10,800.00</u>)	\$ <u>64,800.00</u>

<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>
8C	1 valve	Furnish and Install 8-inch Insertion Gate Valve, per valve, Fifty four thousand seven hundred twenty dollars and <u>NO</u> cents (\$ <u>54,720.00</u>)	\$ <u>54,720.00</u>
9	1 each	Furnish and Install Fire Hydrant, per each, One thousand three hundred sixty dollars and <u>NO</u> cents (\$ <u>1360.00</u>)	\$ <u>12,240.00</u>
10	2,000 lbs	Furnish and Install Additional Water Fittings, per pound, <u>Zero</u> dollars and <u>seventy two</u> cents (\$ <u>0.72</u>)	\$ <u>1,440.00</u>
11A	110 lin. ft	Furnish and Install 1-inch Water Service Pipe, per linear foot, Two hundred sixteen dollars and <u>NO</u> cents (\$ <u>216.00</u>)	\$ <u>23,760.00</u>
11B	150 lin. ft	Furnish and Install 2-inch Water Service Pipe, per linear foot, Seventeen dollars and <u>thirty three</u> cents (\$ <u>17.33</u>)	\$ <u>21,600.00</u>
11C	6 stop	Furnish and Install 1-inch Corporation Stops, per stop, Seven hundred twenty dollars and <u>NO</u> cents (\$ <u>720.00</u>)	\$ <u>4,320.00</u>

<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>
11D	2 stop	Furnish and Install 2-inch Corporation Stops, per valve, Two thousand one hundred ^{Sixty} dollars and <u>NO</u> cents (\$ <u>2,160.00</u>)	\$ <u>4,320.00</u>
11E	6 stop	Furnish and Install 1-inch Curb Stops, per stop, Two thousand one hundred sixty dollars and <u>NO</u> cents (\$ <u>2,160.00</u>)	\$ <u>12,960.00</u>
11F	2 stop	Furnish and Install 2-inch Curb Stops, per stop, Three thousand six hundred dollars and <u>NO</u> cents (\$ <u>3,600.00</u>)	\$ <u>7,200.00</u>
12	1 l.s.	Furnish and Install Temporary Water Main Bypass, per lump sum, Eighty six thousand four hundred dollars and <u>NO</u> cents (\$ <u>86,400.00</u>)	\$ <u>86,400.00</u>
Excavation Materials			
13	25* cu. yd.	Earth Excavation Below Normal Depth, per cubic yard, Ninety three dollars and <u>Sixty</u> cents (\$ <u>93.60</u>)	\$ <u>2,340.00</u>
14	25* cu. yd.	Rock Excavation and Disposal, per cubic yard, Two hundred eighty eight dollars and <u>NO</u> cents (\$ <u>288.00</u>)	\$ <u>7,200.00</u>

<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>
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Additional Materials

15	25* cu. yd.	Additional 3/4-Inch Crushed Stone, per cubic yard, Fifty seven _____ dollars and sixty cents (\$ 57.60)	\$ 1440.00
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16	25* cu. yd.	Additional Gravel Borrow, per cubic yard, Fifty dollars _____ dollars and forty cents (\$ 50.40)	\$ 1,260.00
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Pavement Restoration

17A	165 cu. yd.	Processed Aggregate Base Course (12-inch), per cubic yard, Eighty six _____ dollars and forty cents (\$ 86.40)	\$ 14,256.00
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17B	600 lin. ft.	Temporary Trench Width Bituminous Pavement (2-inch), per linear foot, Fifty seven _____ dollars and sixty cents (\$ 57.60)	\$ 34,560.00
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17C	600 lin. ft.	Permanent Trench Width Bituminous Pavement Binder Course (2-1/2-inch), per linear foot, One hundred _____ dollars and eighty cents (\$ 100.80)	\$ 60,480.00
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17D	600 lin. ft.	Permanent Trench Width Bituminous Pavement Surface Course (1-1/2-inch), per linear foot, Seventy two _____ dollars and NO cents (\$ 72.00)	\$ 43,200.00
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<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>
Miscellaneous			
18	200 lin. ft.	Staked Straw Wattles, per linear foot, <u>Twenty eight</u> dollars and <u>eighty</u> cents (\$ <u>28.80</u>)	\$ <u>5,760.00</u>
19	3 each	Catch Basin Erosion Control Protection, per each, <u>Seventy two</u> dollars and <u>NO</u> cents (\$ <u>72.00</u>)	\$ <u>216.00</u>
20A	1 L.S.	Management of Soils/Fill and Suspect Materials, lump sum, <u>One thousand four hundred</u> dollars <u>forty</u> and <u>NO</u> cents (\$ <u>1,440.00</u>)	\$ <u>1,440.00</u>
20B	1 Allowance	Allowance for Disposal of Contaminated Material, as directed, allowance <u>Ten Thousand</u> dollars and <u>Zero</u> cents (\$ <u>10,000.00</u>)	\$ <u>10,000.00</u>
21	1 Allowance	Uniformed Traffic Officers, allowance, <u>Thirty-Two Thousand</u> dollars and <u>Zero</u> cents (\$ <u>32,000.00</u>)	\$ <u>32,000.00</u>
22	1 L.S.	Mobilization and Demobilization, lump sum <u>One hundred two thousand</u> dollars <u>three hundred forty</u> and <u>NO</u> cents (\$ <u>102,340.00</u>)	\$ <u>102,340.00</u>

<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>
23A	N/A N/A	Price adjustment for liquid asphalt, (Base Price = \$660.00)	\$ <u>N/A</u>
23B	N/A N/A	Price adjustment for diesel fuel, (Base Price = \$3.091)	\$ <u>N/A</u>
23C	N/A N/A	Price adjustment for gasoline, (Base Price = \$2.886)	\$ <u>N/A</u>
23D	N/A N/A	Price adjustment for portland cement, (Base Price = \$181.15)	\$ <u>N/A</u>

*Indeterminate, quantity assumed for comparison of Bids.

TOTAL OF BID:

Total of BID in figures \$ 2,850,000.00

Total of BID in words Two million eight hundred fifty thousand dollars.

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)

One hundred forty two thousand Dollars,

(\$ 142,500.00) 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 issued.)

Addendum No. 1, dated 5/30/23

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)

Danny Warren Consulting, LLC
(Name of Bidder)

By Danny R Warren
(Signature and title of authorized representative)

P.O. Box 1200, Carver Ma
(Business address)

Carver Ma 02330
(City and State)

Date 5/31/23

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

(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:

Danny Warren - P.O. Box 1200 Carver Ma 02330

(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

Danny Warren Consulting LLC held on 5/31/23
(Name of Corporation) (Date)

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

Danny Warren President
(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

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

A true copy

ATTEST Danny Warren
(Clerk)

Place of Business 18 Church St, P.O. Box 1204
Carver Ma 02330

I hereby certify that I am the clerk of the Danny Warren Consulting LLC
(Name of Corporation) LLC

that Danny Warren
(Name of Authorized Representative)

sole officer
is the duly elected President 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.

Danny Warren
(Clerk) ~~Corporate Seal~~ N/A

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 Danny Warren Consulting LLC.
- 2. Permanent Main Office Address 18 Church St, Carver MA 02336
- 3. Official Mailing Address For This Contract P.O. Box 1266, Carver MA
- 4. When Organized? 3/23
- 5. Where Incorporated, If a Corporation N/A
- 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
<u>NONE ON HAND. Previous company sold</u>					
<u>IN 2018, A+W Maintenance Inc. Previous</u>					
<u>similar projects of A+W are attached</u>					

- 8. List any work the firm has failed to complete, state where and why.
N/A
- 9. If you have ever defaulted on any contract, state where and why.
N/A

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

Name	Residence	Title	Firm
Danny Warren	18 Church St Caryer Ma 02730	all officers	Danny Warren Consulting

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

Danny Warren - Ma licensed general contractor see resume attached

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

All equipment supplied by subcontractor D'Allessandro Construction, list attached

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

14. List bank references for verifying financial ability of your company. *(personal accts)*

Name	Address
Goldman Sachs	715 Wacker Dr. Suite 500, Chicago, IL 60606
Rockland Trust	285 Union St, Rockland Ma, 02370

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 1:30 pm this 31st day of May 2023.

Danny Warren Consulting, LLC
(Name of Bidder)

By: Danny R Warren
DANNY WARREN
Pres and Sole officer
(Title)

State of Ma

County of Plymouth

Danny Warren being duly sworn in person, deposes and says

that he is Sole officer of Danny Warren Consulting LLC
(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 31st day of May 2023.



William Buggy
(Notary Public)

April 5th 2030
(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 All work items excluding any asbestos work

Approximate percentage of Total Bid 75% - 85%

Proposed Subcontractor, Name D'Allessandro Construction

Address 254 Pleasant Street, W. Bridgewater Ma. 02379

Description of Work Asbestos abatement if required

Approximate percentage of Total Bid 5-10%

Proposed Subcontractor, Name New England Asbestos Abatement LLC

Address 61 Unity Ave., Belmont MA. 02476

Description of Work Removal and disposal of asbestos materials

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 5/31/23

Bidder Danny Warren Consulting LLC
(Name of Bidder)

By Danny Warren
(Signature)

Pres. all officers
(Title)

15 Church St Carver Ma
P.O. Box 1206 Carver Ma 02330
(Business Address)

Carver Ma 02330
(City and State)

D'Allessandro Corp. & Greater Boston Contracting Equipment List

<u>Equip. Code</u>	<u>Description</u>	<u>VIN / Serial Number</u>	<u>Title No. / Cert. of Gen.</u>	<u>GW</u>
AUGER BORE				40
AugCH01	6" Auger Cutting Head Hex 1 5/8" Rock			0.00
AugF01	4" 1 1/8" Hex, Qty: 7ea 10'			0.00
AugPN01	10' Qty:2			0.00
AugT01	Auger Trough 10' Qty: 2			0.00
AugCH02	6" Auger Cutting Head Hex 1 5/8" Rock			0.00
AugF02	4" 1 5/8" Hex 28ft Total			0.00
AugPN02	5.5' Qty: 1			0.00
AugT02	Auger Trough 5.5' Qty: 1			0.00
AugCH03	8" Auger Cutting Head Hex 2 1/4" Dirt			0.00
AugCH04	8" Auger Cutting Head Hex 2 1/4" Rock			0.00
AugF04	8" 2 1/4" Hex Qty: 8ea 6' ; 3ea 4' ; 1ea 3' ; 1ea 2'			0.00
AugCH05	8" Auger Cutting Head Hex 2 1/4" Rock			0.00
AugF05	10" 2 1/4" Hex Qty: 4ea 10'			0.00
AugCH06	10" Auger Cutting Head Hex 2 1/4" Dirt			0.00
AugF06	12" 3" Hex Qty: 4ea 12' ; 12ea 10' ; 3ea 8' ; 1ea 4'			0.00
AugCH07	10" Auger Cutting Head Hex 2 1/4" Rock			0.00
AugF07	16" 3" Hex Qty: 2ea 12' ; 10ea 10' ; 1ea 6'			0.00
AugCH08	12" Auger Cutting Head Hex 3" Rock			0.00
AugF08	18" 3" Hex Qty: 4ea 10' ; 3ea 4'			0.00
AugCH09	12" Auger Cutting Head Hex 3" Rock			0.00
AugF09	20" 3" Hex Qty: 5ea 10' ; 4ea 4'			0.00
AugCH10	12" Auger Cutting Head Hex 3" Rock			0.00
AugF10	24" 3" Hex Qty: 1ea 12' ; 12ea 10' ; 5ea 4'			0.00
AugCH11	12" Auger Cutting Head Hex 3" Dirt			0.00
AugF11	30" 3" Hex Qty: 7ea 10'			0.00
AugCH12	12" Auger Cutting Head Hex 3" Dirt			0.00
AugCH13	16" Auger Cutting Head Hex 3" Rock			0.00
AugCH14	16" Auger Cutting Head Hex 3" Dirt			0.00
AugCH15	18" Auger Cutting Head Hex 3" Rock			0.00
AugCH16	18" Auger Cutting Head Hex 3" Dirt			0.00
AugCH17	18" Auger Cutting Head Hex 3" Dirt			0.00
AugCH18	20" Auger Cutting Head Hex 3" Rock			0.00
AugCH19	20" Auger Cutting Head Hex 3" Dirt			0.00
AugCH20	24" Auger Cutting Head Hex 3" Dirt			0.00
AugCH21	24" Auger Cutting Head Hex 3" Dirt			0.00
AugCH22	24" Auger Cutting Head Hex 3" Dirt			0.00
AugCH23	24" Auger Cutting Head Hex 3" Rock			0.00
AugCH24	24" Auger Cutting Head Hex 3" Christmas Tree Rock			0.00
AugCH25	30" Auger Cutting Head Hex 3" Dirt			0.00
AugCH26	30" Auger Cutting Head Hex 3" Dirt			0.00
AUTO				5
AUTO22	2020 Chevrolet Tahoe	1GNSKBKC5LR308455		7,100.00
AUTO23	2020 Dodge Durango	1C4RDJDG3LC432531		6,500.00
AUTO24	2022 Dodge Durango	1C4RDJAG8NC105260		6,500.00
AUTO25	2022 Dodge Durango	1C4SDJCT8NC191455		7,100.00
AUTO26	2022 Dodge Durango (White)	1C4SDJCT2NC193881		7,100.00
BOX-TRENCH				48
TBOX32-01	JBD-32-01 8' x 12'			0.00

D'Allessandro Corp. & Greater Boston Contracting Equipment List

<u>Equip. Code</u>	<u>Description</u>	<u>VIN / Serial Number</u>	<u>Title No. / Cert. of Gen.</u>	<u>GW</u>
TBOX14-03	JBD-14-03 6' x 8'			0.00
TBOX14-02	JBD-14-02 8' x 16'			0.00
TBOX14-01	JBD-14-01 8' x 16'			0.00
HS1A	Horse Shoe H: 5' L: 5' 9"			0.00
TBOX01	JBD-1 8' X 18'			0.00
HS2A	Horse Shoe H: 5' L: 5'6"			0.00
TBOX02	JBD-2 6' X 8'			0.00
HS3A	Horse Shoe H: 6' L: 6' 10"			0.00
HS3B	Horse Shoe H: 6' L: 6' 10"			0.00
HS3C	Horse Shoe H: 6' L: 6' 10"			0.00
HS4A	Horse Shoe H: 6' L: 6'			0.00
TBOX04	JBD-4 8' X 12'			0.00
TBOX05	JBD-5 6' X 12'			0.00
TBOX06	JBD-6 6' X 12'			0.00
TBOX06A	JBD-6A 6' X 10'			0.00
TBOX07	JBD-7 6' X 8'			0.00
TBOX09	JBD-9 4' x 18'			0.00
TBOX10	JBD-10 8' x 16'			0.00
TBOX11	JBD-11 6' x 20'			0.00
TBOX12	JBD-12 8' X 12'			0.00
TBOX13	JBD-13 8' X 16'			0.00
TBOX13A	JBD-13A 8' x 18'			0.00
TBOX14	JBD-14 6' X 16'			0.00
TBOX15	JBD-15 6' x 10'			0.00
TBOX16	JBD-16 6' X 16'			0.00
TBOX17	JBD-17 8' x 16'			0.00
TBOX18	JBD-18 6' x 10'			0.00
TBOX19	JBD-19 6' X 10'			0.00
TBOX20	JBD-20 6' x 16'			0.00
TBOX21	JBD-21 6' x 16'			0.00
TBOX22	JBD-22 5' x 20'			0.00
TBOX23	JBD-23 10' x 30'			0.00
TBOX24	JBD-24 6' X 10'			0.00
TBOX25	JBD-25 6' X 24'			0.00
TBOX26	JBD-26 6' x 8'			0.00
TBOX29	JBD-29 Steel Plate and Timber Lagging			0.00
TBOX30	JBD-30 8' x 10'			0.00
TBOX31	JBD-31 6' x 5'			0.00
TBOX32	JBD-32 10' x 16'			0.00
TBOX33	JBD-33 8' x 20'			0.00
TBOX34	JBD-34 6' x 8'			0.00
TBOX35	JBD-35 8' x 16'			0.00
TBOX36	JBD-36 8' x 20'			0.00
TBOX37	JBD-37 8' x 14'			0.00
TBOX38	JBD-38 8' x 20'			0.00
TBOX38A	JBD-38A 8' X 24'			0.00
TBOX39	JBD-39 5' x 22'			0.00
BROOM	6			
BR06G	2003 72" Broom for Skid Steer (non pickup)	783709539	N/A	0.00

D'Allessandro Corp. & Greater Boston Contracting Equipment List

<u>Equip. Code</u>	<u>Description</u>	<u>VIN / Serial Number</u>	<u>Title No. / Cert. of Gen.</u>	<u>GWV</u>
BR10G	2014 72" Broom for Skid Steer (non pickup)	1423037		0.00
BR11G	2012 72" Broom for Skid Steer (pickup)	1219017		920.00
BR12G	2013 72" Broom for Skid Steer (pickup)	1309030		920.00
BR13	2017 72" Broom for Skid Steer (non pickup)	0616064		0.00
BR14	2021 72" Broom for Skid Steer (pickup)			0.00
COMPRESSOR 6				
COM502G	2005 Ingersoll Rand Compressor 375WIR	4FVCBBEAX5U351814	BB450147	4,000.00
COM505	2011 Airman Compressor 185CFM	5UAACUC27BN000219	BK717971	3,000.00
COM508	2012 Airman Compressor 185CFM	5UAACUC31CN000324	BM368321	3,000.00
COM509	2012 Airman Compressor 185CFM/Hotbox Truck180	5UAACUC36CN000321	BM368236	3,000.00
COM511G	2017 Airman Compressor 185CFM	5UAACUC35HV004108		2,620.00
COM512G	2017 Airman Compressor 185CFM	5UAACUC37HV004109		2,620.00
CON CUTTER 4				
CP01G	2014 Paladin 16" Cold Planer LAF5416	1430304		0.00
CP02G	2022 CAT 40" Cold Planer SSL PC310	GPW00450		0.00
CS02G	2018 Core Cut Concrete Saw CC6571D-30	155161		0.00
CP03	2013 3" Cutting Saw SSG12	FS7242		0.00
CONCRETE 1				
CONBLA01	Concrete Blankets QTY: 75			0.00
ELEC TOOLS 9				
CAM1	Mytana Service Camera			0.00
SEIS01	2013 Blastmate III Seismograph	BA19540	N/A	0.00
CAM2	Mytana Service & Main Line			0.00
SEIS02	2013 Blastmate III Seismograph	BA18394	N/A	0.00
TOT02G	SOKKIA iX-605 Total Station w/ RC Handle	XR000921		0.00
CAM3	Mytana Service & Main Line			0.00
SEIS03	2013 Blastmate III Seismograph	BM3608	N/A	0.00
CAM4	Rigid Sewer & Main Line			0.00
SEIS04	2013 Blastmate III Seismograph	BM3607	N/A	0.00
EXCAVATOR 18				
HOE21G	2004 Komatsu Excavator PC400	50112	N/A	95,240.00
HOE25G	2005 Caterpillar Excavator 325C LCR	BKW00314	N/A	63,100.00
HOE33G	2014 Caterpillar Excavator 314ELCR	CAT0314EETZJT00884	NA	32,590.00
HOE34	2014 Caterpillar Excavator 308ECRSE2CRSB	FJX01958	CAT FINANCIAL	17,730.00
HOE36G	2013 Caterpillar Excavator 314ELCR	ZJT00360		32,590.00
HOE39G	2017 John Deere Excavator 75G	1FF075GXVHJ016055		18,221.00
HOE40G	2017 Caterpillar Excavator 335FLCR	CAT0335FCKNE10122		87,949.00
HOE41G	2018 Komatsu Excavator PC238USLC-11 Lift Capacity: 6 ton	5056		55,275.00
HOE42G	2019 Komatsu Excavator PC238USLC-11 Lift Capacity: 6 ton	6047		55,275.00
HOE43G	2015 Komatsu Excavator PC 138USLC-10	42260		0.00
HOE44	2016 Volvo ECR305CL	VCECR305C00110673		80,000.00
HOE45G	2020 John Deere Excavator 75G	1FF075GXCKJ017365		17,952.00
HOE46G	2021 Komatsu PC138USLC-11 Excavator	60153		0.00
HOE47G	2022 John Deere 75G Excavator	1FF075GXENJ018163		0.00
HOE48G	2015 Gradall XL 3300III Hi Rail Excavator	3300000762		0.00
ME59	2016 John Deere Excavator 50G	1FF050GXLFH283289		10,560.00
ME60G	2017 Volvo Excavator EW60E	VCEEW60EC00310939		12,970.00
ME61	2020 Caterpillar Excavator 306	CAT00306H6G602346		0.00

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FORKLIFTS 4				
FRK04	2000 Yale Forklift GDP155CA	A878D01856X	N/A	32,100.00
FRK05	2015 Toyota Forklift 8FGCU25	72233		13,000.00
FRK06G	Nissan Forklift CUGJ02F30PV	9R3528		0.00
FRK08	Hyster H155XL Forklift	F006D02899T		0.00
FORKS 12				
FORK01	JBD LDR 210 & 220 Only	j000166733-4		0.00
FORK02	JBD LDR 210 & 220 Only	j00015729-4		0.00
FORK03	JBD-5-6-3	0705-163107-5		0.00
FORK04	JBD-320	121778		0.00
FORK05	JBD LDR 8 (Volvo)			0.00
FORK06	JBD (Volvo)	33095-1285		0.00
FORK07	JBD LDR 12	DEW-1081		0.00
FORK08	JBD 307	0199-43421-2		0.00
FORK09	JBD 08			0.00
FORK10	JBD 420-2 (CAT)			0.00
FORK11	JBD TLB 34 (CAT)	151-5335		0.00
FORK12	JBD (CAT)			0.00
FUSING MCH 3				
FM601G	2006 McElroy Fusing Machine 412	C00121	N/A	0.00
FM602G	2006 McElroy Fusing Machine 4"-8"	C00599	N/A	0.00
FM603	2015 McElroy Fusing Machine 2"-8"	C70836		0.00
GENERATOR 4				
GEN05G	2006 Airman Gen 25KVA Single Phase 1 - 3" pump	GEN - 5UABU09136V0000:	BF821393	3,000.00
GEN07G	2006 Airman Gen 45KVA 2 - 3" pumps (bldg power)	GEN - BK701607 TRL - 16	BK701607	6,000.00
GEN08	2011 Airman Gen 25KVA	GEN - 5UABU9022BN0002	BL213929	3,000.00
GEN09	2011 Airman Gen 25KVA	GEN- 5UABU9026BN0002:	BL218219	3,000.00
HAMMER 6				
SHE01G	1999 American Fabrication Sheeting Hammer	EMV-300A	N/A	0.00
SHE02G	2012 ICE Excavator Mounted Hydraulic Sheeting Hammer 6E	V60775	N/A	0.00
HAM06G	2018 Gorilla Hammer GXS120 3500LB/314 Excavator	17A16D16E20		0.00
HAM07G	Kent Hydraulic Hammer F35QTR.6000 LB/PC-228/PC-238/325/335	F35QT-1		0.00
HAM08G	NPK Hydraulic Hammer3500 LB /PC-138	58463		0.00
HAM09G	Gorilla GXS90 Hydraulic Hammer			0.00
HOEPACS 12				
HP01G	1998 NPK Plate Compactor C-6 (J.D./CAT L.B.)		N/A	0.00
HP02G	1998 NPK C-6 Compactor Orange 314		N/A	0.00
HP03G	1998 NPK Hyd. Vib. Plate Compactor C-6 (J.D.75 EXC)	28478-2	N/A	0.00
HP04G	1998 NPK Hyd. Vib. Plate Compactor C-6 (JD-75 EXC)	65619	N/A	0.00
HP06G	2005 NPK Hyd. Vib. Plate Compactor C-6C (CAT308)	1N3894	N/A	0.00
HP07G	2005 NPK Hyd. Vib. Plate Compactor C-6C (J.D./CAT L.B.)	1N4056	N/A	0.00
HP08G	2006 NPK Hyd. Vib. Plate Compactor C-6C (J.D./CAT L.B.)	1N4725	N/A	0.00
HP09G	2006 NPK Hyd. Vib. Plate Compactor C-6C (CAT308)	1N4727	N/A	0.00
HP10G	2006 NPK Hyd. Vib. Plate Compactor C-6B (J.D./CAT L.B)	8460	N/A	0.00
HP11	2010 Allied Hyd. Vib. Plate Compactor 2300 (PC228/325/335)	1554	N/A	0.00
HP12G	2019 Stanley Plate Compactor HS11000 (314)	COM-U-HS11000-53		0.00

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HP13	2010 Allied Plate Compactor 1600/PC-138	01840		0.00
LOADER 14				
LDR07	2001 Volvo L120D	L120DV63245	AY575927	19,000.00
LDR12G	2010 Komatsu WA470-6, GP & SD Bucket, 48" Forks	90117	BK323489	51,000.00
LDR14	1995 Cat 960F GP & SD Buckets, 60" Forks	9ZJ00339	BN039198	35,000.00
LDR15	2004 Liebherr 564, GP Bucket (Pin-on Only)	11090	BP472077	50,000.00
LDR18	2004 Volvo L120E	L120EV18546		52,877.00
LDR190G	2018 Cat 938M	J3R06349		37,000.00
LDR191G	2018 Cat 938M	J3R06350		37,000.00
LDR192G	2019 Komatsu WA320-8	KMTWA135AJNA38585		34,000.00
LDR193G	2020 Cat 938M	CAT0938MCJ3R08491		37,000.00
LDR210	2021 Komatsu WA200-8 GP & Forks	KMTWA137CMA087107		29,079.00
LDR220G	2022 Komatsu WA200-8 GP & Forks	KMTWA137PMA087241		29,079.00
LDR549G	2005 Komatsu WA200-5L	65949	BE626296	18,000.00
LDR590G	2005 Komatsu WA320-5L	A32390	BC241534	19,000.00
LDR607G	2006 Komatsu WA320-5	A32607	BC671826	19,000.00
LOADER BH 2				
TLB31	2014 Caterpillar LBH 430F IT GP, SD, JIB & Forks	CAT0430FPRGS00647	BP471792	19,000.00
TLB32G	2014 Caterpillar LBH 430F IT GP & Forks	CAT0430FARGS00641	BP453892	19,000.00
LT TOWER 5				
LT03G	2010 Wanco Light Tower WLTC4 6KW	5F13D1415A1002105		0.00
LT04G	2012 Wacker Light Tower	5XFLN0517CN000564		0.00
LT05G	2012 Wacker Light Tower	20137362		0.00
LT06G	2021 Wanco WLTT-4MK6K LED Light Tower	5F13D1018M1000293		2,100.00
LT07G	2021 Wanco WLTT-4MK6K LED Light Tower	5F13D1016M1000292		2,100.00
MSG BOARDS 3				
AB01G	2009 Arrow Trailer	2S9US21189S132814	BN580044	3,000.00
AB03G	2000 Arrow Board Utility Trailer	NBR00104894		0.00
MB601	2006 Ver-Mac Message Board PCMS1210QS	2S9US41246S132504	N/A	3,000.00
PAVER 3				
RW01	1996 Midland Shoulder Machine Road Widener SA1155	273		0.00
PAV03G	2006 Trench Paver Box Attachment (skid steer)	Z5377 paver/Z5378 ext kit	N/A	0.00
PAV04G	2008 Homemade Trench Paver Attachment (loader)		N/A	0.00
POWERPACK 3				
HPP01	Stanley Hydraulic Power Pack w/ Saw, Jack Hammer, & Rivet B			0.00
HPP02	Black Helical Hydraulic Power Pack			0.00
HPP03	Hydraulic Power Pack mounted in Grey Container			0.00
PUMP 7				
GP01	Black Jack Cylinder Pump (grout pump)			0.00
PMP01G	1999 Godwin Pump 6" CD150M	16MPF0614XD025329	AU482363	3,000.00
GP02	2000 Reed Grout Pump			0.00
PMP02G	2005 Godwin Pump 6" CD150M	16MPF09165D038835	BB819767	6,000.00
GP03	2002 Reed Grout Pump			0.00
GP04	Bentinite Mixing Tub			0.00
GP05	Grout Mixing Tub			0.00
ROLLER 7				
ROL03	1995 Caterpillar Roller CB224C	3AL250	N/A	5,040.00
ROL09	2004 Wacker Roller RD-11A	5489463	N/A	2,370.00
ROL10	2005 Wacker Roller RD-11A	5613734	N/A	2,370.00

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ROL11G	2005 Wacker Roller RD-11A	5590580	N/A	2,370.00
ROL13G	2013 Wacker Roller RD-11A	20103517	N/A	2,370.00
ROL14G	2000 Wacker Roller RD-11A	5187340	N/A	2,370.00
ROL15G	2008 Dyna-Pac Roller CA-150D	7322US5436		0.00
SAFETY 7				
TempFence	L: 10' H: 6' Panels Qty: 27			0.00
GarLock1	Railings Qty: 66 L: 10' H: 41"			0.00
GarLock2	Bases Qty: 67 22" Square			0.00
TempFence2	L: 12' H: 6' Panels Qty: 7			0.00
GarLock3	Half Railings Qty: 11 L: 63" H: 4'			0.00
TempFence3	Qty: 50 Bases			0.00
GarLock4	Racks Qty: 5			0.00
SANDER 13				
SAND01	2013 Fisher Polycast Sander		N/A	0.00
SAND02	2015 Meyers Diamond Stainless Sander (Truck 210)		N/A	0.00
SAND03	2013 Fisher Polycast Sander	13090520316378007	N/A	0.00
SAND04	2004 Flink Stainless Sander (Truck 91)	8728	N/A	0.00
SAND05	2016 Fisher Polycast Sander			0.00
SAND06	2010 Highway 12 Yard Stainless Steel Sander	125537		0.00
SAND07	2021 Fisher Polycast Sander	FIS78004-1		0.00
TRK55	1990 Mack 10 Wheel Sander CH600 (with fixed RH plow & wing)	1M2AA06YXLW003502	BH364204	80,000.00
TRK56G	1998 Mack 10 Wheel Sander CH600 W/P/A (w/Plow & Wing)	1M1AA12Y9WW090104	BQ636169	45,000.00
TRK57G	1998 Mack 10 Wheel Sander CH600 W/P/A (w/Plow & Wing)	1M1AA12Y4VW089880	BQ630431	50,000.00
TRK62G	1997 Mack CH600 Tractor (Sander)	1M1AA14Y2VW076685		50,001.00
TRK91G	1991 Mack 6 Wheel Dump Truck RD690 W/P/A (w/Plow & sander)	2M2P194C6MC007887	BJ479040	33,000.00
TRK210G	1993 Mack S/A Tractor MR688P (with plow)	1M1K194Y8PM003368	BF736919	65,000.00
SCREENER 1				
SCN01G	2003 Metso Screener CV-100	CV10030019	BB541265	25,000.00
SEMI TRLR 4				
TRL20	1984 Fruehauf Box Trailer SE (bypass)	1H2V02813FE001905	BH439339	26,000.00
TRL21	2004 Trailking Trailer Landol	1TKA048284M104762	BQ529807	87,740.00
TRL117	2003 Trans Craft Trailer 40 Ton Drop Deck	1TTE4520031071271		80,000.00
TRL456	2010 Fontaine Magnitude Semi Trailer	13NE5230XA3550803		0.00
SEMI-TRLR 3				
DT04G	2015 Palmer Dump Trailer	1P926FS24EA003144	BP227621	80,000.00
DT06G	2019 Patriot Dump Trailer	1P9AD2622K1807006		80,000.00
DT08	2014 Palmer Dump Trailer	1P926FS21EA003117		80,000.00
SKID STEER 7				
SS11G	2015 Caterpillar Skid Steer 246D	CAT0246DLBYF01853	BQ146088	6,000.00
SS13G	2015 Caterpillar Skid Steer 246D	CAT0246DKBYF01862	BQ142459	8,000.00
SS14	2015 Caterpillar Skid Steer 246D	CAT0246DLBYF01710	BQ145151	7,424.00
SS15	2017 Caterpillar Skid Steer 246D	CAT0246DVBYF03311	BS353904	7,424.00
SS18	2020 Caterpillar Skid Steer 272D	CAT0272DTHX200928		8,500.00
SS19G	2022 Caterpillar Skid Steer 272D	CAT0272DJHX201226	CF723096	8,500.00
SS20G	2022 Caterpillar Skid Steer 272D	CAT0272DTTP900246		8,500.00
SMTOOLS 29				
SMTL-27	Coring Machine DD250, Qty:2			0.00

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SMTL-26	Coring Machine DD150, Qty:2			0.00
SMTL-23	Chain Saws, Qty:9			0.00
SMTL-22	Ring Saws, Qty:2			0.00
SMTL-21	Pressure Washers Gas Powered, Qty:2			0.00
SMTL-20	Vacuum Pump Manhole Test Gas Powered, Qty:1			0.00
PLCOMP	Reversible Plate Compactor, Qty: 4			0.00
DSD001	Cut Off Saw 14" Qty:20			0.00
ES01	Gorman Rupp Pump	1395995		0.00
SMTL01	Snowblower 20" Qty:2			0.00
DSD002	Cut Off Saw 16" Qty:3			0.00
SMTL02	Snowblower 24" Qty:2			0.00
SMTL03	Miller Welders Qty:2			0.00
SMTL04	Forward Reversible Compactors Qty:3			0.00
SMTL05	Jumping Jacks Qty:3			0.00
SMTL06	Power Brooms Qty:4			0.00
SMTL07	Weed whacker Qty:1			0.00
SMTL08	Handheld Leaf Blower Qty:3			0.00
SMTL09	Backpack Leaf Blower Qty:1			0.00
SMTL10	Chorded Electric Chain Saws, Qty:0	Checking on these		0.00
SMTL11	5000W Generators Gas Powered, Qty:6			0.00
SMTL12	Plate Compactors, Qty:10			0.00
SMTL13	Concrete Chain Saw, Qty:2			0.00
SMTL14	Shoring Pump RV Antifreeze, Qty:1	Checking on these		0.00
SMTL15	Grout Pump Gas Powered, Qty:1			0.00
SMTL16	Hydraulic Power Pack Gas Powered, Qty:1	Checking on these		0.00
SMTL17	Fusing Machines 2" Electric, Qty:2			0.00
SMTL18	Fusing Machine Gas Powered, Qty:0	Checking on these		0.00
SMTL19	Water Test Pump, Qty:5			0.00
SNOW PLOW 13				
SPA01	CAT 43010ft Henke Power Angle Plow	ATA00179		0.00
SPF01	Snow Plow 11' TRK45			0.00
SPF02	Snow Plow 11' TRK633			0.00
SPF03	Snow Plow 11' TRK649			0.00
SPF04	Snow Plow 11' TRK748			0.00
SPF05	Snow Plow 11' TRK191			0.00
SPF06	Snow Plow 11' TRK192			0.00
SPF07	Snow Plow 11' TRK60			0.00
SPF08	Snow Plow 11' TRK36			0.00
SPF09	Snow Plow 11' TRK38			0.00
SPF10	Snow Plow 11' TRK39			0.00
SPF11	Snow Plow 10' Spare			0.00
SPF12	Snow Plow 11' DOT Spare			0.00
SNOW PUSHR 1				
SPP01	16ft Snow Pusher			0.00
STEEL 23				
CASEP01	20' Dia: 18" Wall: .5" Qty: 3			0.00
SHEET01	AZ13770 30' Doubles 14" Web Qty: 13 = 65' lineal			0.00
THRPL01	L: 30" H: 30" T: 2.5"			0.00
WELL01	L: 30' X 13" OD			0.00

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CASEP02	16' Dia: 18" Wall: .5" Qty: 1			0.00
SHEET02	AZ13770 25' Doubles 14" Web Qty: 8			0.00
THRPL02	L: 4' H: 38" T: 2"			0.00
WELL02	L: 30' X 13" OD			0.00
CASEP03	30' Dia: 59" Wall: 1" Qty: 1			0.00
SHEET03	23' Singles Qty: 5			0.00
THRPL03	L: 82.5" H: 41.5" T: 3"			0.00
WELL03	L: 22' X 13" OD			0.00
SHEET04	20' Singles			0.00
WELL04	L: 16' X 14" OD			0.00
SHEET05	17' Singles Qty: 7			0.00
SHEET06	15' Singles Qty: 2			0.00
SHEET07	35' Doubles 14" Web Qty: 7 = 45' lineal			0.00
SHEET08				0.00
SHEET09	25' Doubles Qty: 6			0.00
SHEET10	25' Singles 10" Web (diff from AZ)			0.00
SHEET11	20' Doubles Qty: 2 (diff from AZ)			0.00
SHEET12	14' Cold Rolled 6" Web Qty: 13			0.00
SHEET13	30' Square Corner Qty: 1			0.00
TAG TRLR 11				
TRL07G	2011 Eager Beaver Trailer 20XPT	112H8V349BL075985	BK323518	49,000.00
TRL08G	2002 Eager Beaver Trailer 20XPT	112H8V3202L059978	BM836145	49,000.00
TRL09	2003 Eager Beaver Trailer 20XPT	112H8V3223L061216	BP365978	49,000.00
TRL41G	2005 Trailboss Trailer TP252 Tilt Deck	4S0TP252451001696	BB227400	56,000.00
TRL61G	2006 Trailboss Trailer TP252 Tilt Deck	4S0TP252261002248	BD088904	56,000.00
TRL112G	2017 Eager Beaver Trailer 20XPT	112H8V341HL081384		0.00
TRL113G	2019 Eager Beaver Trailer 20XPT	112H8V347KL083373		0.00
TRL114	2000 Viking Trailer 20 ton	1V91S2529X1038917	AU927742	0.00
TRL115	2019 Eager Beaver Trailer 20XPT	112H8V342LL084108		0.00
TRL116	2019 Eager Beaver Trailer 20XPT	112H8V344LL084109		0.00
TRL118G	2021 Eager Beaver 20XPT Tag Trailer	112H8V345ML085173		0.00
TRAILER 12				
TRL44	2010 Currahee Roller Trailer	4TEFS1625A1099438	BP380037	10,000.00
TRL62G	2006 Cam Superline Tilt Deck Trailer 6CAM820DOTT	5JPBU25296P015444	BD137275	10,000.00
TRL63G	2006 Interstate Enclosed Cargo Trailer I816TA2 (Shoring)	1UK500G2X61058127	BD139275	7,000.00
TRL64	1994 Road Utility Roller Trailer	109FS1928R2022555	BD072933	10,000.00
TRL65G	2012 Redi Haul Roller Trailer ML5460S	47SS091T0B1025583	BL314454	6,000.00
TRL66G	2012 Redi Haul Roller Trailer	47SS091T2B1025584	BP968251	6,000.00
TRL67G	2015 Load Trail Roller Trailer	4ZESA1012F1080095	BQ540246	7,000.00
TRL68	2016 Haulmark Enclosed Utility Trailer (Fusing Machines)	575CB1219GP312709		7,000.00
TRL69	2016 Haulmark Enclosed Utility Trailer (Fusing Machines)	575CB1214GP310527		7,000.00
TRL70G	2012 Redi Haul Trailer ML5460	47SS091T9B1025582		6,000.00
TRL71G	2018 Kaufman Dual Axle Flat Deck Trailer	5VGFD2022JL006038		10,000.00
TRL696G	2006 Interstate Enclosed Cargo Trailer I816TA2 (Shoring)	1UK500G2661058996	BD391684	7,000.00
TRENCHLESS 12				
BARB01	Barbco Track 2' Qty: 1			0.00
CART01				0.00

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CONV01	Conveyor L: 9' W: 12"			0.00
TT01	1998 Barbco 24/30 Auger Boring Machine (up to 30")	2430150049205		0.00
BARB02	Barbco Track 4' Qty: 1			0.00
CART02				0.00
CONV02	Conveyor L: 9' W: 12"			0.00
TT02	1987 McClaughlin 2"/12" Small Auger	20B052087713		0.00
BARB03	Barbco Track 10' Qty: 3			0.00
CONV03	Conveyor L: 15' W: 16"			0.00
TT03	14" Kolos Rammer Hammer	RF35042946291		0.00
TT04	Ditch Witch P80 Rods 6' Qty: 40 = 160'	2K1755		0.00
TRK-A LD 7				
TRK166	2016 Chevrolet Silverado Pickup Truck 1500	1GCVKREC9GZ379545		7,200.00
TRK167	2016 Chevrolet Silverado Pickup Truck 1500	1GCVKREC6GZ379535		7,200.00
TRK194G	2019 Dodge Ram Pickup Truck 1500c	1C6RR6FG4KS665339		6,000.00
TRK195G	2019 Dodge Ram Pickup Truck 1500c	1C6RR6FG2KS665338		6,000.00
TRK196G	2019 Dodge Ram Pickup Truck 1500c	1C6RR6FG6KS722303		7,000.00
TRK230	2023 GMC Sierra K15 Pro	3GTPUAEK9PG173749		0.00
TRK231G	2023 GMC Sierra K15 Pro	1GTPUAEK4PZ176199		0.00
TRK-B MD 21				
TRK104G	2010 Mitsubishi Box Truck FE180 (saw truck)	JL6CCG1S0AK000073	BK473400	18,000.00
TRK155	2015 Chevrolet Silverado Tool Truck 3500	1GB5CYCG9FZ516371	BP753681	10,700.00
TRK157	2015 Chevrolet Silverado Tool Truck 3500	1GB5CYCG0FZ516341	BP732842	10,700.00
TRK158	2015 Chevrolet Silverado Tool Truck 3500	1GB5CYCG4FZ516438	BP743804	10,700.00
TRK162	2016 Chevrolet Silverado Tool Truck 3500	1GB5CYCG7GZ264461		10,700.00
TRK163	2016 Chevrolet Silverado Tool Truck 3500	1GB5CYCG0GZ264768		10,700.00
TRK165	2016 Chevrolet Silverado Tool Truck 3500	1GB5CYCG9GZ338107	S76686	10,700.00
TRK168G	2017 Dodge Ram 5500 Service truck	3C7WRNBL7HG520355		19,000.00
TRK193G	2019 Chevrolet Silverado Pickup Truck 2500H	2GC2KREG2K1226514		9,500.00
TRK197G	2019 Chevrolet Silverado 2500 Pick Up (White)	2GC2KREG0K1230786		10,000.00
TRK200G	2019 Ford F-350 Service Truck (White)	1FD8X3F64KED42970		11,300.00
TRK202G	2017 Dodge 5500 Service/Crane truck (White)	3C7WRNFL6HG773287		19,500.00
TRK203G	2019 Ford F-350 Flatbed (DRW)(White)	1FD8X3HTOKEE27890		13,000.00
TRK212	2021 Chevrolet Silverado 2500 4WD LT Crew	1GC4YNE70MF243713		10,650.00
TRK220G	2022 Chevrolet Silverado 2500	2GC4YME72N1210313		0.00
TRK221G	2022 GMC Sierra 3500 Utility Cab Service Truck	1GD49SE79NF250569		0.00
TRK222G	2022 GMC Sierra 2500 Utility Cab Tool Truck	1GD28LE78NF284373		0.00
TRK223	2023 GMC Sierra 3500	1GT49SE76PF127500		0.00
TRK300	2003 Ford Tool Truck F550 (w/Plow)	1FDAF57P93EC13874		19,500.00
TRK427	2004 Ford F450 Dump Truck w/Plow	1FDXF46P54EA73409	BT666884	14,000.00
TRK428	2003 Ford F450 Dump Truck w/Plow	1FDXF47P63EB38474	AY734080	15,000.00
TRK-C HD 5				
TRK43G	1984 Mack 6 Wheel Dump Truck R685T	1M2N165C9EA088343	BT591240	35,000.00
TRK97	1997 Mack 6 Wheel Dump Truck RD600	1M2P263B4VM023866	BR345524	33,000.00
TRK180	2002 Freightliner 6 Wheel Hot Box Truck	1FVABTBS92HK43555	12189027	33,000.00
TRK190G	2019 Peterbuilt 337 Service truck	2NP2HM6X9KM603024		26,000.00
TRK213G	2015 IH Durastar 4400 Vacmaster 6000 15'-5" Hose & 35' Tube	3HAMSAAR9FL530621		0.00
TRK-D EH 15				
TRK36G	1998 Mack 10 Wheel Dump Truck RD688SX w/Plow	1M2P268C3WM037485	AR860208	73,000.00
TRK38G	1998 Mack 10 Wheel Dump Truck RD688SX w/Plow	1M2P268C5WM037486	AR810544	73,000.00

D'Allessandro Corp. & Greater Boston Contracting Equipment List

<u>Equip. Code</u>	<u>Description</u>	<u>VIN / Serial Number</u>	<u>Title No. / Cert. of Gen.</u>	<u>GW</u>
TRK39G	1996 Mack 10 Wheel Dump Truck RD688SX w/Plow	1M2P268C3TM027289	AP137727	73,000.00
TRK41G	2001 Kenworth Tri-axle T-800	1NKDXBTX21J882171	AV888334	77,000.00
TRK45	2003 Kenworth Tri-axle T800	1NKDXBTXX3J897181	AX915574	77,000.00
TRK85	1985 Mack 10 Wheel Dump Truck RD600	1M2P137C0FA012502	BR199156	72,000.00
TRK86	1986 Mack Mixer DM806	1M2B156C1GA003456		0.00
TRK191G	2019 Western Star Tri-axle 4900SB(with plow)	5KKMALDR8KPKV1124		86,000.00
TRK192G	2019 Western Star Tri-axle 4900SB(with plow)	5KKMALDRXKPKV1125		86,000.00
TRK211	2009 Freightliner M2 Flatbed Tri Axle	1FVMC5CV69HAE1845	CD096739	83,480.00
TRK633	2006 Kenworth 10 Wheel Dump Truck T800 w/Plow	1NKDLUEXX6J119844	BC348418	72,000.00
TRK649G	2006 Western Star Tri-axle 4900SA w/Plow	5KKMALDE36PX04651	BD312238	77,000.00
TRK748G	2007 Western Star Tri-axle 4900SA w/Plow	5KKMALDE47PY11970	BD750894	77,000.00
TRK826	1982 Mack 10 Wheel Dump Truck RD686SX	1M2P139C7CA010612	776308140646061	74,000.00
TRK876G	1987 Mack 6 Wheel Ramp Truck RD600	1M2P129C9HA011794	BJ471619	53,000.00
TRK-E HT	1			
TRK1962	1962 Mack Tractor B81	B81SX2547		80,000.00
TRK-F EHT	4			
TRK60G	1996 Mack Tractor CH600 w/Plow	1M1AA13Y2TW057584		80,000.00
TRK88	1988 Kenworth T-800 Tractor (White)	1XKDDB9X3JJ506004		80,000.00
TRK169G	2017 Western Star Tractor 4900SB	5KJJALD15HPJF9622		130,000.00
TRK775G	2007 Kenworth 10 Wheel Tractor T800	1XKDDBOX17J205270	BE057885	130,000.00
VAN	7			
VAN02	2004 Freightliner Van	4UZAAMC644CM45933	BN516766	14,000.00
VAN07G	2010 Freightliner M2 (White)	1FVACWDT3ADAT3756		26,000.00
VAN08G	2010 Freightliner M2 (White)	1FVACWDT6ADAT3752		26,000.00
VAN09G	2010 Freightliner M2 (White)	1FVACWDT0ADAT3746		26,000.00
VAN10G	2010 Freightliner M2 (White)	1FVACWDT1ADAT3741		26,000.00
VAN11G	2010 Freightliner M2 (White)	1FVACWDT6AHAS4123		26,000.00
VAN12G	2012 Freightliner M2	1FVACWDT9CDBN0941		0.00
WINCH	5			
WIN01G	2004 Grundowinch Winch RW10 (Trailer)	W09W10203KB13205	BB529874	6,000.00
WIN02	Ingersal Rand Pnumatic 1/2" cable L: 980' (Gray)			0.00
WIN03	Hydraulic Tiny Tugger (Aluminum) 1/4" cable L: 200'			0.00
WIN04	Gearmitic Hydraulic (Yellow)			0.00
WIN05	Cart Pully System			0.00

0030-13 ITEM 7
REFERENCES AND

RESUME- Danny R. Warren

Mr. Warren is a renowned expert in the field of water and sewer infrastructure rehabilitation.

He is currently the president of Danny Warren Consulting LLC.

He is the past owner of A & W Maintenance, Inc. A&W Maintenance Inc has performed industrial contracting focusing on water and sewer projects since 1984 specializing in the use of 100% solids epoxy systems to repair failing structural materials in bulk water conduits (water, wastewater, power utilities) and building infrastructure. Some of the projects performed are attached.

Mr. Warren is also the developer of the Warren Environmental Epoxy System which has been used in thousands of rehabilitations around the world by both A&W Maintenance and by licensed applicators of the system. Mr. Warren was issued multiple patents in the rehabilitation and epoxy application process worldwide.

In November of 2018, both companies, (A&W and Warren Environmental) were sold. Dan continues to provide consulting under his new company, Danny Warren Consulting, to the new owners as well as working on some new processes of his own.

Mr. Warren is a member of the American Water Works Association, the New England Water Environment Association, and the National Association of Sewer Service Companies. He has been an educational speaker for NASSCO on several occasions and has served as an expert witness in the coatings and water/sewer rehabilitation field.

Mr. Warren has had a number of articles published regarding his patented processes and the projects performed with them. He holds a Massachusetts General Contractor's License.

Mr. Warren has been educated in OSHA 40, Confined Space Entry, HAZWOPPER, and First Aid.

A few of the multiple patents on a specialized application technology developed by Mr. Warren for use with the Warren Environmental, Inc. epoxy systems, some are listed below:

Warren, Daniel. US Patent # 5,645,217. Two Part Compound Spray Application System and Method. (1997).

Warren, Daniel. US Patent #6,868,870. Method of Lining a Pipeline Using a Calibration Hose. (2005).

Warren, Daniel. US Patent #6,955,502. Method for Repairing In Ground Tunnel Structures (2005).

Danny R Warren US Patent 8,409,669 B2 Method and System for Preheating Epoxy

Attached please find some pipelining references, articles, and a sampling of reference letters,

More available on request.

Pipelining References

Ruth McCormack

Washington Metropolitan Transit Authority

(301) 618-7546

Lining of 4 inch diameter cast iron fire main pipe, various air ducts, piping and shafts

Mike Donne

Passaic Valley Sewer

600 Wilson Avenue

Newark, NJ 07105

(973) 817-5801

Epoxy lining of stainless steel piping from 36 to 48 inches in diameter

Charles Drane

Northeast Generation Services

301 Hammer Mill Road

Rocky Hill, CT 06067

(860) 257-4262

Lining of vertical 3 to 24 inch diameter carbon steel pipes (a lot of footage)

Southern Energy Canal Electric

Mike Murphy at 508-833-8522 ext 5905

Water intake line-Vertical 24 inch carbon steel- was coated in order to add lost structural value and control mussel colonization

Mike Lukas

Malcolm Pirnie

(813) 242-7205

Clearwater project-Outside Lining of 84 inch carbon steel pipe with holes up to 6 inches in diameter in it, inside air pressure of 12-15 psi

Georgia-Pacific Cedar Springs LLC

Highway 273 West/ P.O. Box 44

Cedar Springs, GA 39832

Curt Downey

(229) 372-5448

Lining of 400 ft of 48 inch steel pipe with numerous holes

Granite Construction

GTF

29-76 Northern Blvd.

Long Island City, NY 11101

Epoxy Lining of the Queens Bored Tunnel

MTA~LIRR East Side Access: Queens Bored Tunnel Project CQ-031

Steve Ascoli 718-685-7037

New York Dept. of Environmental Protection 2006
Malcolm Pirnie Engineering
500 Edgewater Drive
Wakefield, MA 01880
Bill Ditullio, Engineer-(813) 242-7243
Water Conduit Shaft 18 at the Kensico Reservoir-175 ft. of 10 ft diameter conduit

New Croton Aqueduct
Lining of Metal Access Shafts-
Frontier-Kemper/Schiavone/Picone, JV
325 Yonkers Avenue
Yonkers, New York 10701
4 months duration-several mobilizations
Leon Jacobs (914) 375-3513

Milwaukee Metropolitan Sewerage District
MMSD Contract No. C07019C01-Basin "GH" Cast Iron Sewer Rehab.
Epoxy Coating of a 49 inch by 68 inch box section, 3,609 linear feet
Earth Tech Engineering
1020 North Broadway
Suite 400
Milwaukee, WI 53202
Pat Murray, Engineer- (414) 270-4208

City of Calgary, Canada
625 linear feet of 36" cast iron pipe with potable water approved epoxy
PO Box 2100
Stn. M, # 436
Calgary, AB T2P 2M5
Gregory Kozhushner
P# (403) 268-2133
F# (403) 268-5709
625 linear feet of 36" cast iron pipe with potable water approved epoxy

Philadelphia Water Department
Project S-40101RD Transmission Main Lining
Lining of a 30 inch diameter steel feeder main with potable water approved epoxy
Jeffrey Twardzic, Assistant Engineer -215-685-6288

Irondequoit Bay Pump Station Pipe Lining
Epoxy lining of 30", 60" and 42" steel pipe
Village Construction
Fairport NY
Mark Simmons-585-223-7697

Jim Bridger Power Plant owned by Pacific Corp Energy
Lining of 360 LF of 60" I.D. steel pipe
Point of Rocks, Wyoming 82942
Michael Meyer 307-352-4474

City of Wellesley Massachusetts
Lining of 60 inch pressure pipe
Brian Gallant-(508) 737-6855

Bristol Meyer Squibb
Epoxy pipelining
Pennington NJ
Beth Starr- (609) 818-5188
Amt Billed: \$14,505.00

U.S. Coast Guard
15 Mohegan Ave
New London, CT 06320
John Drozdal (860) 444-8225
Cleaning, TV inspection and lining of D lines
Amt Billed: \$12,800.00

City of Bristol, CT
111 North Main Street
Bristol, CT 06010
David Sullivan
Tighe and Bond Engineering (413) 875-1308
Storm drainage conduit repairs
Amt Billed: \$545,000.00

Newport Wellington pipe lining project
Lining of 205 linear feet of 21 inch RCP.
Amt Billed:\$39,975.00
GZA GEO Environmental
Todd Greene (401) 421-4140

Miami Dade Water and Sewer
Hazen and Sawyer Engineering
4000 Hollywood Blvd
Suite 750N
Hollywood Fla 33021
John Hoffman, Engineer
(305) 532-9292
200 feet of 60 inch diameter tunnel-extremely deteriorated with heavy ocean water infiltration.

Warren Environmental Epoxy-References with phone numbers:(Some of these are on the list previously sent)

Irondequoit Force Mains
Mike Garland, P.E. 585-753-7511

San Francisco Cast Iron Outfall Lining by Warren Applicator FD Thomas with A&W Maintenance support
Also San Francisco Transition pipe lining
Mongkol Mahavongtrak P.E.- Engineer for San Francisco Water, now with Port Authority 925-381-6074
Elmer Cheung, P.E. - Engineer for San Francisco Water 415-215-4765

Passaic Valley Pipe (please see report and spec section previously sent on that project)
Tom Lusten, P.E. at CDM-732-245-3189

Epoxy lining of fire mains Washington Metro Transport Authority
Ruth McCormick PE - (202) 841-3641

Anheuser Busch metal pipe lining at Merrimack plant
Bill Kutoski, Engineer-618-334-3358

Ocean Spray steel pipe lining
Lou Cicchese, Engineer 508-958-4290

Falls Creek Oregon Pipelining
Contractor Steve Chism, Hartman Walsh-314-863-1800 X 241

Faneuil Hall Cast Iron Pipe Rehab- pipe under Faneuil Hall Boston, over 100 years old
Bob Drake, PE 401-595-0736

Winchester Dam Pipe Lining
Bob Drake, PE 401-595-0736



BLACK & VEATCH

8400 Ward Parkway
P.O. Box 8405
Kansas City, Missouri 64114 USA
Tel: (913) 458-2000

Black & Veatch Corporation

October 26, 2005

To Whom It May Concern:

In July 1999, A&W Maintenance, Inc. performed rehabilitation work on a section of concrete and limestone brick-lined storm sewer to prevent infiltration of contaminated groundwater and tar material from an adjacent property. The work included inspection, cleaning and removal of previously applied cementitious lining material, repairing of cracks and voids up to 1-inch wide, applying Warren Environmental, Inc. epoxy material to 200 feet of sewer that varied in diameter from approximately 3 to 6 feet, and quality control testing of the epoxy coating. Initially, the epoxy material was applied by hand to fill in the cracks and voids in the original sewer walls. Following hand application, the final layers of epoxy coating were spray-applied. Quality control testing indicated that the epoxy material adhered extremely well to both the concrete and limestone surfaces of the sewer.

The project was completed within the proposed budget and schedule, and the extra effort by the A&W Maintenance personnel contributed greatly to the overall quality of the work. Annual inspections of the sewer have been performed since 1999, and the epoxy coating appears to be intact and well-bonded to the concrete and limestone substrate. A&W Maintenance and Warren Environmental guaranteed their product and workmanship and have performed follow-up remedial work to repair minor leaks at no charge.

Please contact me if you would like to further discuss the details of this project and the quality work and products offered by A&W Maintenance and Warren Environmental.

Sincerely,

BLACK & VEATCH

Gordon G. Abell, P.E.
Project Engineer

gga



DEKALB COUNTY

DEPARTMENT OF WATERSHED MANAGEMENT
1580 Roadhaven Drive, Stone Mountain, GA 30083
(770) 621-7200 • FAX (770) 621-7271



March 2, 2009

To Whom It May Concern:

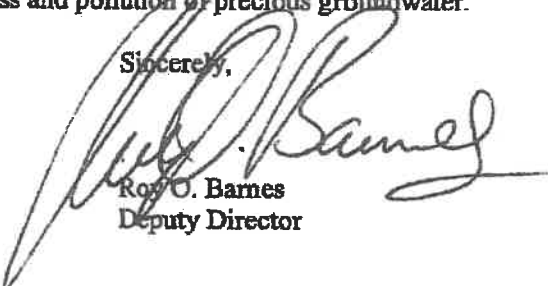
A&W Maintenance, Inc. has worked in DeKalb County for the past fifteen (15) years installing Warren epoxy liners in manholes and pump stations.

DeKalb County is very pleased with the quality of the Warren System, and the expert installations performed by A&W Maintenance, Inc. over the years. Their professionalism and honesty are commendable. Warren has never failed to finish a project on time, or asked for a change order during our fifteen year relationship.

The Warren Epoxy Lining System has prevented billions of gallons of ground water from entering our sewer system, saving the County a great amount of money over the years. The vacuum tight system also prevents sewer water from leaking into the ground water.

We consider both A&W Maintenance, Inc. and the Warren Lining System an asset to DeKalb County's efforts to prevent the loss and pollution of precious groundwater.

Sincerely,



Roy O. Barnes
Deputy Director



Anheuser-Busch, Inc.

October 5, 2001

To Whom It May Concern:

The A&W Maintenance Company has performed painting and recoating work during the past 22 years at the Anheuser-Busch, Inc. Merrimack, New Hampshire facility. This work has included structural steel, stainless steel, metal building siding, metal roofs, tank linings, equipment and machinery, pipe bridges, piping, ceilings, floors, and interior walls.

In 1995, A&W Maintenance demonstrated the Warren Environmental Coating System, S-301, to Anheuser-Busch. The product was used in our most aggressive environments for chemical attack and abrasion. The work performed was on pump-back systems and structural support steel in the stock house cellars. Typical epoxy coatings in stock-house cellars have an expected life of 18 to 24 months. The Warren Environmental Epoxy System has survived 7 years and is still in very good condition.

In closing, I can assure you that the work performed by A&W Maintenance is of the highest quality in the coatings industry and has always exceeded the high standards of Anheuser-Busch. A&W Maintenance and Danny Warren are considered a very valuable asset to both myself and our Corporate Engineering department in St. Louis, MO. Mr. Warren has always honored his warranty work with no questions asked.

Sincerely,

Jim Trainor,
Utility Maintenance Director



April 20, 2009

In 2003 Amtrak contract with Warren Environmental, Inc. to repair damage concrete and stop leaks in the subway system beneath the east river in New York City.

This was considered to be our worst section of tunnel for damage in the crown and water intrusion. The tunnel is in continuous service subject to heavy rail service.

The product provided by Warren in like new condition at this time and has solved the problems in the east side tunnel system. The Warren product also passed all state and federal test for smoke Smoke (ASTM E84-979) and Wind Tunnel Burn Test (ASTM BSS 7239-88)

We highly recommend Warren.

George P. Hurchick


Sr. Engineer Facilities Penn Station NY

DPW OFFICE (508) 228-7244
WASTEWATER MAIN LINE (508) 325-5333
CHIEF OPERATOR DIRECT (508) 228-4824
EMAIL: dgray@nantucket-ma.gov

81 S.SHORE ROAD
02554

*TOWN OF NANTUCKET MASSACHUSETTS
SURFSIDE WASTEWATER TREATMENT FACILITY*



DEPARTMENT OF PUBLIC WORKS
WASTEWATER OPERATIONS

05/12/2015

RE: Warren Environmental Inc.

A&W Maintenance

Project Surfside Wastewater Facility Headworks Lining and Demo Manhole.

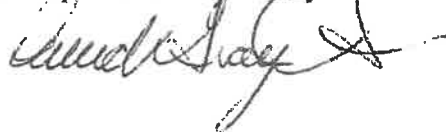
As Chief Operator I am pleased to write this letter praising the services of Warren Environmental and A&W Maintenance. Our headworks structure was suffering from extreme corrosion and concrete degradation from high levels of H₂S. We had an estimate of 8.8 Million Dollars to build a new structure and demolition of existing structure. I went to the industry and the internet to find a less costly option. I found numerous vendors that did provide lining and coating services. I reached out to 3 companies that made the long and often difficult trip out to the Island. After meetings and extended research I did but out an RFP for services. A&W did win the bid for what I considered a very reasonable rate for the project they faced. Our structure was originally built in 1981 and faced numerous upgrades. In our 2007 facility upgrade the entire facility had covers installed on all tanks and process basins this is when our problems started.

Danny and his team were very professional and courteous to our special needs at our Facility on an island located directly on the ocean. The project went extremely well was completed sooner than expected and well within the proposed budget. We are extremely happy with the finished projects and will be doing much more business in the future as we proceed with lining all our manholes some up to 100 years old.

This option of a structural epoxy lining has saved the Town of Nantucket years of permitting planning and construction and saved us financially approx. 8.63 million dollars allowing me to pursue other critical projects.

Please feel free to contact me at anytime

Chief Operator David C Gray Sr.



DIVISIONS

ENGINEERING HIGHWAY SEWER SANITATION FORESTRY MOSQUITO CEMETERY RECYCLING

The Philadelphia Water Department completed a water main lining project on a 30" welded steel transmission water main in 2009. The main was installed in 1942. The pipe had a working pressure between 40 and 90 psi.

The pipe had suffered extensive corrosion and was leaking/breaking on a regular basis. PWD recorded 15 breaks within a 25 year period in this section of pipe.

We contracted with Warren Environmental to install a 250 mil epoxy lining of their S-301-01 product to line approximately 500 feet of pipe. The pipe was sand blasted and mechanically scraped to remove the existing bitumastic coating and to expose the steel for lining. They also provided pre and post lining video of the pipe. The epoxy lining was applied by man entry. The average build thickness that was applied based on periodic testing within the lining limits was approximately 300 mils, which was about 50 mils more than specified. So we feel we got more for our money, which will hopefully extend the life of the lining/pipe.

PWD took this opportunity to install a new 30" butterfly valve to replace the existing 24" valve within one of the access pits. We also removed some 24" pipe and two(2) 30"x24" reducers that were restricting flow, and replaced it with 30" Ductile Iron pipe with mechanical couplings.

There were two leaks at the end of the lining process which were repaired immediately, and the pipe has been back in service with no leaks since August of 2009.

PWD completed a Sahara® - Tethered Pipeline Inspection(Pure Technologies) after lining, and no defects or leaks were detected in the lined pipe.

We have not had a leak since the completion of the project.

The project cost for the water main lining was \$165,440 for approximately 500 feet of 30" pipe, which was a cost of \$330/ft +/-, plus PWD costs.

The project took 4 weeks to complete which included all excavation, pipe work, lining, backfill and compaction, and final paving. The lining work took approximately 7 to 15 days to complete.

An open cut replacement of the pipe would have been estimated at \$600/ft or \$300,000. Due to the pipe acquisition, and the lead time to order and receive the specialty fittings, we projected the open cut project to take approximately 15 to 30 weeks to complete. There would have been a substantial effect on businesses, residents, traffic, in this area if the open cut method was used.

Jeff Twardzik
Engineering Supervisor
Philadelphia Water Department



Department of Environmental Services
Monroe County, New York

Maggie Brooks
County Executive

Michael J. Garland, P.E.
Director

November 1, 2012

Danny R. Warren
President
Warren Environmental, Inc.
A & W Maintenance, Inc.
P.O. Box 1206
Carver, MA 02330

Re: Irondequoit Bay Pump Station Forcemain Project

Dear Mr. Warren:

DANNY

I am writing to extend a "job well done" to Warren Environmental, Inc. on the Irondequoit Bay Pump Station Forcemain Project. As you know, Villager Construction, Inc. of Fairport, New York subcontracted with A&W Maintenance, Inc. in January to rehabilitate Pure Water's' Irondequoit Bay pump station forcemain using Warren Environmental's epoxy products. A&W lined approximately 2,600 linear feet of 42- and 60-inch steel pipe with 175-200 mils of 301-14 and 301-18 epoxy. Post-installation testing indicates the product was installed in accordance with all technical specifications and is meeting and/or outperforming all requirements as specified. We believe that your product will offer a superior, long-term solution for this critical asset.

We look forward to the continued performance of this product and are currently evaluating other potential uses throughout our wastewater collection and treatment system. We have also engaged Monroe County's Department of Transportation in discussions regarding potential uses within their roadway, bridge and storm water infrastructure

Again, thank you for your involvement in the successful completion of a very important and challenging project!

Sincerely,

Mike

Michael J. Garland, P.E.
Director

xc: Tom Posella, Chief of Technical Operations, MCDES
Jason Kennedy, Chief of Engineering & Facilities, MCDES



Frontier-Kemper/Schiavone/Picone, JV

Contract No. CRO-334G, Capital Project WM-11, New Croton Aqueduct Rehabilitation
325 Yonkers Avenue
Yonkers, New York 10701
P: 914.375.3513
F: 914.375.3781

July 20, 2011

FKSP-AWM-L-010

Mr. Daniel Warren
A&W Maintenance, Inc
137 Pine Street
Middle borough, MA 02346

Subject: Contract CRO-334G, Capital Project WM-11
New Croton Aqueduct Rehabilitation
Subcontract Agreement-08.20-S-013

Dear Mr. Warren,

Frontier-Kemper/Schiavone/Picone, JV appreciates the timely performance of your work. Your crew worked safely and efficiently epoxy lining the 6 shafts with Warren Environmental 30101. The four foot diameter shafts with depths varying between 20 and 100 ft deep provided little challenge to your crew. The crew was well experienced and technically knowledgeable about the product and the application process.

This has been the second opportunity Frontier-Kemper Constructors, Inc. has had to work with A&W Maintenance and we look forward to more opportunities in the future.

Sincerely,
Frontier-Kemper/Schiavone/Picone, JV


Leon Jacobs
Project Manager

Cc: EV
NEDO
AWM file

Rehabilitation of an Aging Concrete Reservoir Adit Tower

Raymond S. Tombaugh, Senior Coatings Consultant
KTA-Tator, Inc.

and
Mongkol Mahavongtrakul, P.E.
Corrosion Control Contract Manager
San Francisco Public Utilities Commission

Abstract

Adit towers are generally vertical, large diameter concrete pipes that serve as vaults for valves used to drain and fill a reservoir. The tower runs from several feet above the waterline down through the reservoir and into the reservoir bed for some distance. Many of these towers and reservoirs are old and deteriorating, as the United States suffers from an aged infrastructure. External cracking is common above the waterline; weeping and leaking cracks are often present on the interior, and the valves, piping and infrastructure (stairways, pipe supports and structural steel) are often corroded. This paper describes the process (assessment, testing and construction) used to rehabilitate a decades old tower that was experiencing all of the problems identified above. The paper discusses the procedures that were performed to (1) repair cracks in the exterior walls above the waterline, (2) stop leaking cracks on the interior walls below the waterline, (3) line the interior walls with a moisture vapor resistant epoxy and (4) coat the interior steel surfaces.

Background

The Crystal Springs Reservoir (located in San Mateo, California), is owned and operated by the San Francisco Public Utilities Commission and was constructed in 1888. The Crystal Springs Outlet Structure transfers water from Lower Crystal Springs Reservoir to Crystal Springs Pump Station. The Outlet Structure consists of three Adit pipes. Each pipe is connected to a common 50 inch diameter stand pipe. Three Adit control valves and the stand pipe are housed inside the Adit Tower. Figure 1 provides a simple diagram of the tower and piping.

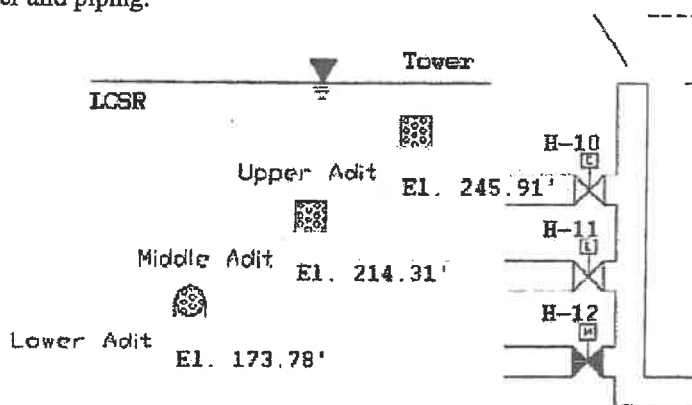


Figure 1 – Diagram of Adit Tower

The Adit Tower was built in 1891 and serves as a valve vault used to open and close outlet valves as water releases are needed. The tower is approximately 129 feet deep and 14 feet in diameter. The tower is constructed of mortar lined unreinforced brick masonry. There are seven platforms between the roof and the

floor of the Adit tower. The tower has a wall thickness ranging from 27 to 60 inches.

The concrete walls of the Adit Tower were cracked and spalled. The cracks were clearly visible on the exterior surfaces above the waterline as seen in Figure 2. The degradation manifested itself as leaks below the waterline. The leaks were observed at many elevations within the tower. The leakage had resulted in the corrosion of the steel surfaces (structural steel, piping and valve bodies) within the tower interior.



Figure 2 – Photo of Crystal Springs Adit Tower

Initial Condition Assessment

When first inspected, the exterior of the adit tower above the water line had some significant structural cracks. In some cases the cracks were $\frac{1}{2}$ " or more wide. The concrete had spalled in a few areas exposing the underlying brick.

The support steel surfaces within the tower were coated with aluminum paint. The aluminum paint was completely degraded in a number of areas, primarily along the flange-to-web joints where moisture had likely accumulated. Corrosion and pitting was prevalent on these surfaces. In some cases there was significant section loss.

A number of leaks were observed at the valve-to-pipe flanged connections. The flanges are severely corroded and pitted. Water was also observed seeping out of the valve bodies.

Through-wall leakage was found at platforms 4 through 8. All outlet pipe-to-wall joints were leaking. Leaks were also observed at hanger bolt locations and at a seal plate probably installed in an attempt to stop leaks.

Efflorescence was found at numerous locations on the tower wall. In some cases the salt deposits were quite heavy.

Concrete moisture readings were taken on the tower wall at each landing using an invasive-type moisture meter. The meter provides a qualitative "green, yellow or red" response, indicating either acceptable for coating, proceed with caution, or not acceptable for coating. All measurements taken below

the waterline pegged the scale, indicating that the surface was not acceptable for painting. The measurements taken above the water line signaled yellow on the meter (proceed with caution).

Qualitative moisture tests were also conducted per ASTM D 4263, Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method. Tests were conducted at Platforms 2, 4, 5, and 7. For this method a plastic sheet is taped to the wall and allowed to remain in place for 24 hours. If moisture is observed on the underside of the plastic sheet, coating application is not recommended. The tests at platforms 2, 4 and 5 showed no evidence of moisture (Platform 2 is above the waterline). The test conducted at platform 7 resulted in the condensation of a small amount of moisture on the underside of the plastic sheet.

The moist conditions have lead to significant corrosion of the structural steel surfaces. There was significant pitting and corrosion in areas where water was allowed to accumulate. An action plan was formulated to (1) stop the leaks, (2) line the interior concrete walls of the tower and (3) remove the existing coating from the carbon steel surfaces and repaint. Each of these three procedures is described below.

Leak Stoppage

The leaks were stopped from the interior with the use of pressure-injected hydrophilic urethane caulking. The urethane reacts with water to form a closed-cell foam that exhibits significant strength and adhesion characteristics. Prior to injection of the urethane, the cracks and other degraded areas were cut and chiseled out until sound concrete was found. Holes were drilled on a diagonal into the substrate targeting the crack approximately half way through the concrete wall. Urethane was injected and the holes were sealed. When larger areas were affected (e.g., abandoned hanger bolts), numerous holes were drilled in a grid pattern penetrating through to the exterior. The urethane was then injected into the holes.

When the injected urethane method was not successful, alternate plans, water stops and underwater exterior repairs were investigated to stop the leaks.

- Water stops are mechanical devices that are bolted to the interior wall surface. The water stops have a deformable rubber backing that assists in sealing the joint. As the water stop is bolted tighter and tighter, the gasket seats and stops the flow of water. Other configurations including circular hoop-type configurations are available for fitting around a pipe at a penetration.
- Exterior repairs were performed by divers. The divers removed all loose and degraded substrate and then applied hydrophobic epoxies that bond to the concrete and stop the leak on the exterior where there is positive pressure.

Lining the Interior Walls of the Tower

Once the leaks were stopped, the interior surfaces of the concrete tower were prepared for lining. A unique epoxy with excellent adhesion and moisture tolerance was used. It was the intent that the specified lining would actually hold back moisture vapor that was likely to permeate from the exterior of the tower. As described above, moisture vapor transmission testing conducted on the walls of the Adit Tower provided varied results. The plastic sheet method showed acceptability in all but one location, while the moisture meter testing indicated unacceptability except above the waterline.

Typically the interior of concrete structures are not lined when there is the potential for positive moisture vapor pressure from the exterior, since the pressure can easily cause disbondment of the lining. Conventional linings (standard epoxies, elastomeric urethanes, polyureas, etc.), oftentimes the choice for concrete applications today, are not acceptable when moisture vapor pressure is involved.

The lining selected for the Adit Tower had a strong track record for use in buried concrete sewage pipe. The Los Angeles County Sanitation District conducted a study of over ninety lining systems¹ to determine which were acceptable for municipal waste water exposure in sewer lines. One aspect of the study involved evaluating the acceptability of the lining systems on concrete that are exposed to moisture vapor pressure. The study was conducted in shallow tanks constructed by inserting two concentric precast reinforced concrete manhole shafts into a freshly poured, wet concrete slab. Once the slab had cured and the shafts were tightly set in place, the annular region was filled with water. The linings were applied to the inside of the inner shaft, and then evaluated based on performance and adhesion. All but two of the sixteen urethanes failed the test because of pinholing caused by outgassing from the concrete. Poor adhesion was also observed. Only two 100% solids epoxies performed satisfactorily.

The two lining systems that performed well in the study were specified to line the walls of the Crystal Springs Adit Tower. Application of the lining required removal of all efflorescence and microbiological growth. This is typically accomplished by applying muriatic acid to remove the efflorescence and a biocide (sodium hypochlorite) to remove the biological growth. At the completion of the treatments the walls were rinsed without introducing excessive amounts of water. However, at Crystal Springs, efflorescence and microbiological growth removal was accomplished via high pressure water jetting.

The high pressure water jetting (10,000 psi with rotating tips) was also used to create a profiled surface (to help assure a sound bond), and then the lining systems were applied. Test patches were installed, exposed for several weeks then examined. There was no evidence of blistering or pinholing. Subsequently the entire interior of the Adit Tower was lined.

Repainting the Steel Surfaces

The flange and valve leaks were stopped prior to starting the repainting operations. This was accomplished by tightening up on the flange bolts and/or replacing the gaskets. Valve leaks were corrected by repacking the valve.

Alternate plans were put in place in the event that the procedures described above were not successful. Leak stoppage could have been accomplished with the use of a commercial leak stop products, or freeze seals could have been used to provide isolation properties if required.

Once the system leaks were stopped, the steel surfaces were abrasive blast cleaned to meet the requirements of SSPC SP-6/NACE No. 3, "Commercial Blast Cleaning." Since the existing coatings contained lead, all coating removal activities were performed according to the requirements of the OSHA Lead in Construction Standard, 29 CFR 1926.62 and the corresponding California Regulations. Waste was disposed of in accordance with 40 CFR 260-268. Since the lead content in the existing coatings was relatively low (less than 200 ppm), and initial worker exposure monitoring indicated airborne concentrations below the Action Level, minimal hazard controls were necessary.

Once the surfaces were prepared, a 100%-solids epoxy was used to coat the steel followed by the application of a waterborne acrylic topcoat. Deep pits and rough surfaces were filled with a paste grade epoxy material (also 100% solids) prior to the application of the epoxy primer.

Exterior Repairs

The cracks and spalling visible above the waterline were treated somewhat differently since the surfaces were not wet. Here the cracked areas were saw-cut to sound substrate. If there was exposed

¹ Evaluation of Protective Coatings for Concrete, August 2002

corroded rebar, it was either repaired or replaced. New rebar, if added, was tied into the existing rebar configuration. Corroded rebar was abrasive blast cleaned in accordance with SSPC SP-10/NACE No. 2, "Near-White Blast Cleaning," then coated with an epoxy.

Experience has shown that the saw-cut surfaces should also be abrasive blast cleaned to create a profile for the concrete repair material to bond to. Once the surfaces were prepared and cleaned of all dust and foreign material, a structural repair concrete was then either poured into forms or hand packed into the prepared areas.

Follow-up Examinations

The rehabilitation of the Adit Tower was performed in the early summer of 2007. To date there are no leaks in the walls of the tower. The lining remains free of blistering or pinholes, and the carbon steel is corrosion free.

Continued Manhole Rehabilitation Successes in Denver

By Jeff Maier

The Metro Wastewater Reclamation District (MWRD), the wastewater treatment authority for most of metropolitan Denver, recently completed a significant manhole rehabilitation project that is helping set the precedent for how manhole rehabilitation work is performed in the Rocky Mountain Region. Emphasis on expert workmanship, efficiency, and cost-effectiveness, all while using high-quality, MWRD approved products has been paramount from design initiation through construction completion.

The project, designed in-house by the Metro Wastewater Reclamation District Engineering Department, resulted in more than 65 manholes being rehabilitated using the Warren Environmental S-301 fully structural epoxy lining system, a MWRD-approved rehabilitation product. The manholes, mostly constructed of reinforced concrete, were experiencing severe corrosion due to high levels of hydrogen sulfide gas and were in need of repair. The Contractor for this project was A&W Maintenance, Inc. of Carver, Mass., a MWRD-approved applicator of Warren Environmental epoxy products. Project construction began in September 2009 and is to be completed by February 2010, approximately 1 month ahead of schedule. Manhole work took place throughout Metro Denver, with manholes located on 17 of MWRD's major interceptors rehabilitated.

A primary goal of the project was to help streamline the MWRD rehabilitation process, from condition identification, to design initiation, and finally rehabilitation of the manholes in question. "Overall, we are very happy with the outcome of this latest manhole rehabilitation effort," said Jeff Maier, P.E., MWRD project manager and lead design engineer for the Manhole Rehabilitation 2009 project. "The project goals, both timing wise and financially were met, and the efficiency and quality workmanship of A&W Maintenance exceeded our expectations." Maier also added, "This project continues to prove that Metro's 5-Step Rehabilitation Product Evaluation Program that we developed in-house in 2004 is working well and continues to be a proven success."

Since 2004, Metro Wastewater has been committed to vigorously researching and evaluating concrete rehabilitation products to help ensure quality and consistency on its rehabilitation projects. Prior to then, significant failures of manhole and other concrete rehabilitation products were common and were costing the District hundreds of thousands of dollars to repair a second or even third time. As a result, the 5-Step Rehabilitation Product Evaluation Program was initiated as a unique, ongoing program that assesses rehabilitation products, coatings/linings and their true ability to withstand long-term, real world corrosive sewer conditions. "The 5-Step Evaluation Program has helped MWRD become a municipal leader with regards to concrete rehabilitation. The program has identified rehab products that really work in our system," said Jeff Maier, the co-founder of the MWRD 5-Step Rehabilitation Product Evaluation Program. "This is in addition to our current involvement with other research efforts; from the Severe Wastewater Analysis Test program to assisting with updating industry coating/lining standards."

The five-step approval program includes the following steps: Gather product/contractor information; official vendor presentations; site visit to another municipality to see how the product is working there; demonstration installation in MWRD system; and a final report either recommending or not recommending use of a particular product/ applicator and its limitations. To date, six rehabilitation products and their respective local applicators have been approved, including Warren Environmental S-301 epoxy and A&W Maintenance.

"At Metro Wastewater, we plan to continue our research and evaluation efforts of concrete rehabilitation products into the foreseeable future. The information we have gained has been very valuable to us and the industry in general, not to mention the cost-savings of getting it right the first time", stated Maier. "You know you will have a successful rehabilitation project, such as the one we just completed with Warren Environmental and A&W Maintenance, when you are using top-quality products, highly skilled applicators, coupled with stringent quality control from start to finish."

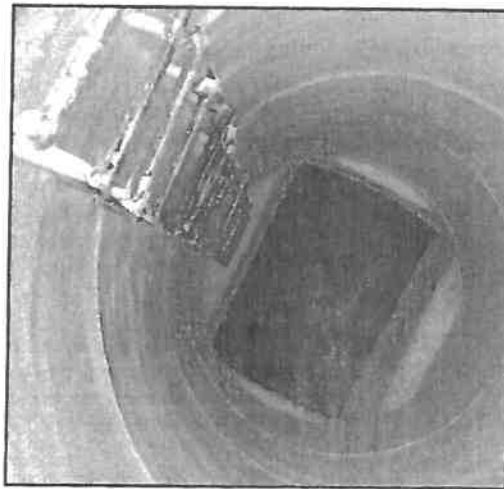
Background

The Metro Wastewater Reclamation District is the wastewater treatment authority for most of metro Denver. It was formed by the Colorado state legislature in 1961 to provide wastewater transmission and treatment services to member municipalities and special connectors in compliance with federal, state, and local laws. The district provides wholesale wastewater transmission and treatment service to 59 local governments in the Denver metropolitan area. These local governments provide retail wastewater services to approximately 1.6 million people in a 615-sq mile area. MWRD collects about 140 million gals of wastewater per day from neighborhood sewer lines and delivers it through 232 miles of interceptor sewers to the MWRD - Robert W. Hite Central Treatment Plant in northeast Denver. There are approximately 4,500 manholes in MWRD's trunk line sewer system.

Jeff Maier, P.E., Engineer III with Metro Wastewater Reclamation District, Denver.

Advertorial

For more information visit www.trenchlessonline.com/info



Liawenee Flume Project

Warren Environmental, Inc.



Liawenee flume is situated high in the mountains north of Hobart, capital city of Tasmania, an island 180 miles south of Australia. Hobart is Australia's second oldest and southernmost city, next stop Antarctica.

Femco Environmental Ltd. is an U.K. company that markets a unique range of products targeted at the preservation, conservation, harvesting and recycling of water assets.

We presented Femco Ultracoat, an epoxy coating system developed by Warren Environmental, to Tasmania Hydro, highlighting its special qualities as a no VOCs, high build in one coat, structurally reinforcing and rapidly applied epoxy coating system with over 15 years of successful in ground history.

We were asked by Hydro Tasmania, a short time after we had presented the Ultracoat system, if we were interested in a trial job coating a flume that carried water from the Ouse River onward via a canal to The Great Lake (we were very interested!). The Great Lake services three hydro electric power stations, part of the 10,000 gigawatt hour generating capacity of Hydro Tasmania.

The flume needed repairs to the damaged and eroded concrete surface. The new coating would also improve the hydraulic capacity (flow rate).

The flume was a cast-in-place concrete 'U' section with 10-ft walls and a 12-ft base. The surface was significantly eroded by the water flow and freeze thaw damage. In some places the rebar was showing. The surface was extremely coarse being an exposed Dolerite aggregate, very sharp and very hard. There was significant moss growth that would have to be removed.

The challenges were a remote site, no facilities whatsoever, in a national park, an area of conservation, conditions varied from freezing to +20 degrees Celsius. We had six days to complete the job. Interestingly, it was in the height of the Tiger snake mating season and the site was surrounded by kangaroos, wallabies, wombats and platypus (we saw them all!).

We shipped all the Ultracoat by Warren 100 percent solids epoxy resin and delivery equipment plus spares, compressors,

generators, high-pressure jetters, heaters, floodlights and a host of consumables by boat over 12,000 miles from Barnsley in the United Kingdom to Hobart.

On arrival in Hobart, we were met by Hydro Tasmania representative Norm Cribbin, whose help, local knowledge and support were to prove invaluable, plus he carried the snakebite kits! Also there were representatives of JDP Coatings, a potential new installer for Australia. We hired a small truck and a large station wagon, loaded up and set off up the mountain.

At site we unloaded the preparation equipment and set about removing the moss, growths and unsound areas from the surface with a high-pressure jet washer and in more difficult areas with a pneumatic scabblor. For the next stage we sprayed the whole area to be coated with a dilute bleach as a mild biocide and thoroughly washed down with copious amounts of water. We followed this with a dilute acid wash to remove carbonates and calcium deposits in the concrete surface. This was again followed by a thorough wash down with water.

Ultracoat can be applied onto damp substrates, which helps in reducing waiting time for the surface to dry. Ultracoat can be successfully over coated without any further preparation up to 24 hours after the first coat, if the period between coats is longer then a light abrading with coarse abrasive and a wipe down is needed.

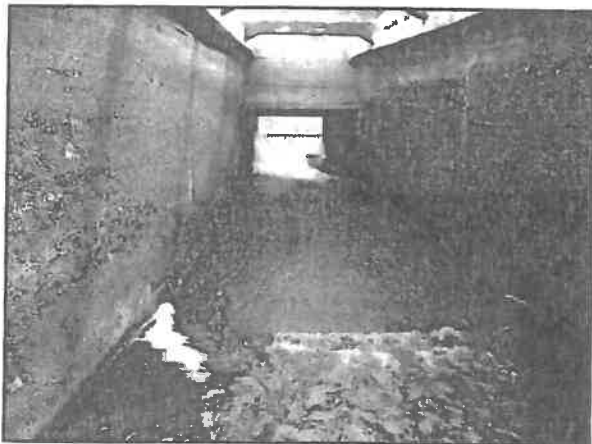
Ultracoat is applied at 65 degrees Celsius and due to its thixotropic characteristics, Ultracoat can be applied in a single coat up to 8 mm thick with no runs or slumping. The standard coating thickness is 6 mm.

At Liawenee, the actual coating was in two stages. We prepared and coated the walls first and then de watered the base and coated it last. The first coat of Ultracoat was sprayed on and then floated off with large trowels and scrapers to force the resin into the very coarse surface to fill out any voids and give a smooth ceramic like surface ready for the next coat.

The second coat was applied and also struck off using floats to produce a very glossy smooth finish to optimize water flow and hence the efficiency of the flume.

The end result was a glossy and very durable surface completed in double quick time; we now await the results of the flow testing.

Please visit www.warrenenviro.com and click on "Projects" to view actual footage of this project and others.
www.femcoenvironmental.com



Flume before work commenced.

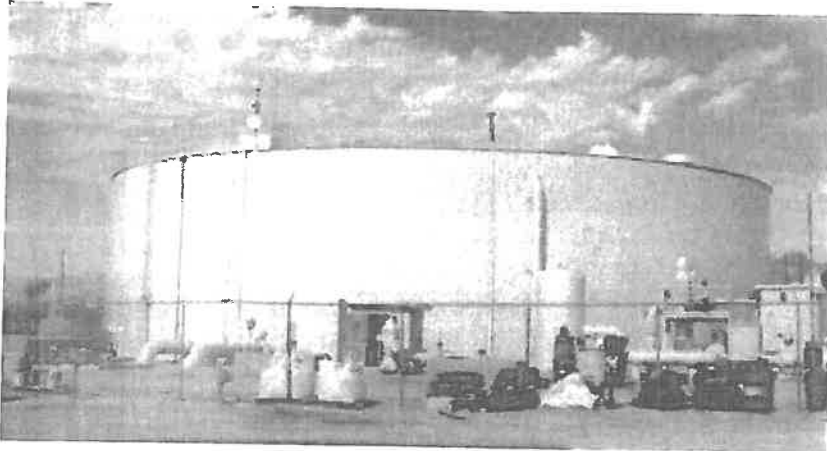


Completed job, a very durable glossy finish.

Advertorial

For more information visit www.trenchlessonline.com/info

Robinson Reservoir Receives Cutting Edge Upgrade



The City of North Las Vegas recently recoated the 49-year-old 3-million-gallon Robinson Reservoir's rotting floor with an epoxy electrical-grade glass system that was two-thirds cheaper than a traditional steel replacement bottom, but just as effective. It could provide a future model for cash-strapped municipalities looking to stretch public works dollars further during a sluggish economic recovery.

"It's the first time we have used the application, but we're confident that it's an effective solution," says North Las Vegas Utilities Director Reed T. Scheppmann. "It saved both time and money, while quickly putting the tank back into service during hot summer months when water use is high."

The city was preparing to repaint the 32-ft-tall, 128.5-ft-dia. above-ground potable water tank inside the North Las Vegas Airport at 4201 Perimeter Road when unexpected pitting and structural weaknesses were discovered. An emergency repair was needed. An epoxy e-glass application fixed the problem nearly 20 times faster than a traditional steel replacement approach.

Reno-based Olympus & Associates was the general contractor for the \$661,622 project, with Olson Precast Co., Las Vegas, as the specialty subcontractor. The ¼-in.-thick epoxy e-glass flooring system, supplied by Carver, Mass.-based Warren Environmental and Vectorply Corp., Phenix City, Ala., meets the National Sanitation Foundation (NSF) Standard 61 for use in potable water immersion. Although often seen in smaller-sized oil and gas storage tanks, epoxy e-glass has never been used in a potable water application until now.

The reservoir's upgraded floor combines 1,800 gallons or three coats of highly thixotropic corrosive-resistant epoxy coating with two layers or 26,000-sq-ft of resin-infused composite e-glass. It has a 12,000-psi compressive strength and 2,000-psi adhesion capability.

The application, which sets within 30 minutes at 250° F to 300° F, took five days to complete as opposed to 12 weeks for fabricating and installing a new 12,968-sq-ft. steel floor. A heavy metal option requires large equipment for transport and placement as well as additional man-hours welding steel panels into place.

By contrast, an epoxy e-glass system has a simple application process that results in a thin, strong and flexible product designed to last for 50 years. It could be an affordable solution for extending the life of existing infrastructure when new construction isn't financially feasible.

"This is the first potable water project in the country to use this process," says Olson's division manager Andy Michalsky. "It can preserve and extend the lifecycle of aging water works without breaking the bank."

CORROSION-LADEN CLARIFIER RESTORED

An extensively rusted water clarifier owned by the town of Bethlehem, NY, was restored without metal replacement using structural cycloaliphatic epoxies, saving the town a considerable amount of money, says Richard Sayward, chief water treatment plant operator for the town. The rehabilitation of the raw water

makeup tank took place over two weeks in October 2001.

Fifty ft (15 m) in diameter and 14 ft (4.2 m) deep, the steel clarifier had been exposed to the elements since the mid-1970s. The outside of the clarifier had been painted with a urethane coating 7 to 10 years ago. The interior had never been lined, says Sayward. According to Robert Ganley, the consulting engineer, the tank had been equipped with a cathodic protection system, but it never operated correctly. The interior wall of the clarifier was pitted to a depth of 1/8 in. (3 mm), and rust had penetrated through the 1/8 in. (5 mm) water collection launder, says Sayward. Stratified rust, measuring 1/4 in. (6 mm) to 1/2 in. (12 mm) thick, covered the interior tank walls and baffles.

The town of Bethlehem considered three rehabilitation options. One strategy would require the total replacement of the clarifier with a stainless steel structure. Another option would involve painting the clarifier with a conventional NSF-approved coating, but would require extensive steel replacement and the installation of a new cathodic protection system. The third option consisted of using NSF-approved cycloaliphatic epoxy coatings to restore the integrity of the damaged steel. The town chose the third option because it did not require steel replacement and the installation of cathodic protection, says Sayward. The consulting engineer performed engineering analyses of all the options, which led to the approval of the structural cycloaliphatic epoxy coatings.

The proposed fix used 100% solids, plural-component, cycloaliphatic epoxies that, once cured, have structural value, says Warren. To ready the interior of the clarifier, the contractor removed the existing rust and prepared the surface to an SSPC-SP 5, White Metal, finish and a surface profile of 4 mils (100 micrometers) by abrasive blasting. Workers then washed down the surface with power washers operating at a pressure of 2,000 psi (14 MPa). The interior was allowed to dry overnight. Workers removed flash rusting the next morning by blasting with a dustless mineral sand abrasive, says Warren.

After blowing down the interior walls, the contractor applied 20 mils (500 micrometers) of a cycloaliphatic amine-cured epoxy primer. An intermediate coat of another cycloaliphatic epoxy was applied at a thickness of 1/4 in. (6 mm). The topcoat, a third formulation of cycloaliphatic

epoxy, measured 80 mils (2 mm). The coatings were applied by plural-component airless spray, says Warren.

Workers repaired the joint between the steel walls and the concrete floor of the clarifier by first removing the deteriorated concrete. Then, they used a diamond-blade saw

NEWS FROM THE FIELD

to make an angled cut 1/4 in. (6 mm) wide and 1/2 in. (12 mm) deep in the concrete floor approximately 4 in. (10 cm) from the walls around the tank. After abrasive blasting and power washing the entire floor, the contractor filled the cut-out or "key" with a cycloaliphatic epoxy primer. An epoxy mastic (based on cycloaliphatic epoxy) was then applied over the key and outlying concrete floor and chamfered up the wall to a height of 4 in. (10 cm). The cycloaliphatic amine epoxy topcoat was then applied over the entire concrete floor and up the coved area on the walls. Because the epoxy mastic and cycloaliphatic amine epoxies cure out together, they form a monolithic cove, changing the weakest area of the tank—the meeting point of the concrete and steel—to one of the strongest, says Warren.

The contractor prepared and coated the exterior of the clarifier once the interior work was complete. According to the contractor, the exterior's existing urethane coating was faded but in good condition. Workers washed the exterior with a trisodium phosphate solution to remove efflorescence and rinsed the surface. The tank was then blasted to an SSPC-SP 7, Brush-Off blast, with a mineral sand abrasive to remove the gloss from the original coating and lightly profile the surface, says Warren. The contractor applied 80 mils (2 mm) of a cycloaliphatic epoxy to the exterior and then topcoated it with 20 mils (500 micrometers) of two-component aliphatic urethane.

The contractor performed high voltage holiday testing (at 25,000 volts) and adhesion pull testing in accordance with ASTM D 4541, Pull-Off Strength of Coatings Using Portable Adhesion Testers, on the cycloaliphatic amine epoxy system. Says Warren, pull tests on the coatings in the clarifier's interior indicated adhesion over 1,000 psi (7 MPa), and no coatings could be removed. Ganley visited the site daily to verify adherence to the specification.

According to Sayward, the clarifier is performing well, and no problems have been detected. The first full inspection will take place next spring.

Warren Environmental, Inc. (Carver, MA) performed the surface preparation and coating application, and also manufactures the cycloaliphatic epoxies. Robert Ganley Consulting Engineers (Delmar, NY) provided engineering services. DuPont Company-Industrial Coatings (Wilmington, DE) makes the urethane coating. DuPont Mineral Products (Wilmington, DE) manufactures the abrasive. ◀

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I N T E R N A T I O N A L

Warren Environmental Inc.

A Small Company Makes a Big Footprint in the Coatings World

(Une Petite Compagnie Fait Une Grande
Impression Dans Le Monde Des Revêtements)



Getting a Line Item to
Chairman Des Courcils

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ISTT Update

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Warren Environmental Inc.:

An Innovative Company Makes a Big Footprint in the Coatings World

Worldwide, the paint and coatings industry is an important part of everyday living. Paint industry statistics confirm that no domestic or commercial arena remains unaffected, with applications ranging from household and decorative paints, to coatings used in various industries.

There have been significant changes in the paint and coatings industry in recent years. These include company consolidations and acquisitions, stricter market demands for environmentally friendly products and the increasingly sophisticated nature of consumer demands for specialized coatings.

Some new trends in the marketplace include replacing traditional two- or three-coat systems with one-coat systems that speed up application, thereby reducing costs and the use of zero "VOC" systems, that are friendly to the environment and safer for the applicator.

Warren Environmental Inc. has been in the forefront of these changes since the early 1990s, when the company was founded. Imagine an epoxy lining that is odorless, environmentally safe, non-DOT regulated, fire-resistant, algae- and mold-resistant — such a product was the challenge and brainchild of Danny Warren of Warren Environmental Inc.

With 30 years of experience in the application of industrial coatings as president of A&W Maintenance Inc., Warren was well versed in the causes and effects of coating failures and the need for a coating that would provide superior bond strength, acid resistance and durability. Epoxy seemed to be the answer, but was difficult to apply without the use of thinners that degraded the epoxy and created volatile fumes when working in confined spaces.

In the early 1990s, Warren patented his solvent-free application equipment for the spray application of epoxy. Warren Environmental Inc., headed by his wife Jane Warren, has gone on to create a product line of specialty epoxies for use in water, wastewater and other industries that require corrosion-resistant linings, structural enhancement and repair of deteriorated substrates.

Applications have since expanded to full floor application, epoxy grouting and bedding material for brick or tile floors, sewer linings and restoration linings for fire mains, subway tunnels and full facility coatings. The product has been applied to thousands of square feet of block walls in commercial kitchens, creating a ceramic-like, pinhole-free surface.

Warren Environmental Inc. is based in Middleborough, Mass. The company headquarters, offices and state-of-the-art blending facility are housed in a new 14,200-sq ft building owned by the Warren family, with plenty of room for future expansion. The location is easily accessible from major highways for shipping and receiving.

Warren Environmental specializes in the development of epoxy formulations that are environmentally friendly and can be applied under adverse conditions, such as extreme temperatures, deteriorating substrates, moisture and corrosive environments, company officials say. The current product line includes 100 percent solids, high-build epoxies that can be applied to deteriorated piping and infrastructure in water and wastewater distribution systems to rehabilitate and improve longevity and mechanical properties. Other products include flexible



A&W Maintenance has been rehabilitating infrastructure with the Warren Environmental System of specialty epoxies since 1993. A&W's staff members are trained specifically on installing Warren Environmental's epoxies and have an extensive knowledge on the products as a whole.

materials that may be used for repair of expansion joints and large multi-million gallon holding tanks that are prone to expansion and contraction, hand-applied epoxies that are used for smaller repairs, specialty grouts, fire-resistant linings and products approved for use in potable water environments.

The company has focused on advanced coatings that are regulatory-compliant in the industry (no organic solvents or leachable compounds) and that may be applied within the strict windows that these industries face of limited downtime, rapid cure and one-coat high-build requirements of up to 500 mils (1/2 in.) in a single coat.

"One-coat application is a great advantage to our customers," says company founder Dan Warren. "One-coat application saves labor time, and the time a structure is out of commission. We know that the length of time an industrial customer has to shut down severely impacts their production capabilities. Our one-coat, high-build systems help to address the problem of downtime costs."

Environmentally conscious clients won't find a sounder product, as this one has a volatile organic compound (VOC) rating of zero, Warren says. There is virtually no odor to affect workers within the application field, resulting in less downtime for application. The solvent-free application and zero VOC product provides unparalleled safety in confined space environments.

"We are extremely proud of the quality of our products," says Warren. "Our company has recently received a grant from the state of Massachusetts, which we will use to upgrade our facility to an ISO 9000 certified plant. ISO 9000 is a highly recognized certification that ensures exceptional quality control measures are taken in the production of our products."

There are many companies attempting to duplicate Warren's product, but few can meet the high-quality specifications of Warren Environmental epoxy. "There's nothing else like our product on the market," says Warren. "When the materials are side by side, our product has no competition." This statement is backed by numerous outside test reports, such as testing performed by the Naval Research Laboratory and The University of South Carolina, he adds.

Warren Environmental epoxies have also been the focus of many university studies including the University of South Carolina, Columbia, S.C., the University of Waterloo, Ontario, Canada, University of Miami, Miami, Fla., Alabama Tech, Birmingham, Ala., University of Houston, Houston, University of Pittsburgh, Pittsburgh, Pa., and the University of Massachusetts, Dartmouth, Mass. These studies attest to the superior strengths and corrosion resistance of Warren Environmental epoxies when used to repair concrete and steel infrastructure in a damp environment, Warren says.

As the contracting arm of Warren Environmental, A&W Maintenance Inc. has been rehabilitating infrastructure with the Warren Environmental System of specialty epoxies since 1993.

"This unique combination of manufacturer and applicator has the advantage over other coatings suppliers and applicators for several reasons," Warren says. "A&W Maintenance applies only the Warren system, and its employees are trained on only Warren

equipment. Each employee has an integral knowledge of each Warren product and its correct usage and application. Unlike other contractors, 100 percent of the daily work performed by the A&W crew is epoxy application, and they are experts at it. The manufacturing personnel are constantly interfacing with the application crews regarding variables in field conditions that can make or break a successful coating application. To this end, many of Warren's specialty application products are designed to address specific field conditions.

"This close working relationship between the two companies has resulted in an outstanding record for both application and product performance, and a 100 percent customer call back on future projects," Warren adds. Engineers who have become frustrated with the finger pointing that often occurs between manufacturer and applicator when a failure occurs are especially relieved to know that Warren Environmental will warranty both the quality of the product and its application."

Keys to Warren Environmental's and A&W's successes are their willingness to take on challenging projects, their focus on both product and project quality and the professionalism and safety awareness of their crews.

The success of the Warren Environmental Inc. system and its patented application process has been the focus of articles in industry trade magazines. Some featured projects were the restoration of 1,000 ft of 14-ft diameter tunnel in New York; structural epoxy application in the Los Angeles subway at depths in excess of 1,000 ft; rehabilitation of a 100-year-old, 1 million gal water tank with structural epoxy; complete restoration of a wastewater treatment plant in Newport, R.I.; epoxy restoration of the U.S.' second oldest

standing stone structure, the Oliver Smiths Mill Works in Middleboro, Mass.; restoration of a 100-year-old brick tunnel in Boston; and the restoration of a structurally fatigued sanitary sewer tunnel in Miami-Dade County, Fla.

The town of Bethlehem, N.Y., was faced with few options regarding a water tower that was failing due to corrosion. Initial plans included tearing the tower down or fixing the tank with spot welding and replacement plates, but both scenarios required at least eight weeks of downtime at an estimated cost of a \$1 million, with water having to be hauled in from remote sites. Warren Environmental offered another solution. A&W Maintenance emptied the tower, sandblasted and coated the interior, sandblasted the exterior and coated it with a blue-tinted finish (by request), permanently restoring the tower to full usage for a fraction of the cost in six days.

In 1994, sewer manholes in the county of DeKalb, Ga., were leaking into the ground and raw sewage was seeping into local ponds and waterways. A&W Maintenance accepted the task of lining the manholes and waterproofing them with the Warren epoxy system efficiently, stopping all leakage of raw sewage into the groundwater. DeKalb County is so pleased with the Warren Environmental product that from 1994 through 2007, A&W Maintenance has been awarded the county's annual contract for manhole rehabilitation, Warren says.

The Washington Metropolitan Area Transit Authority (WMATA) was plagued with water infiltration into its subway tunnel stations and escape shafts. Over the years,

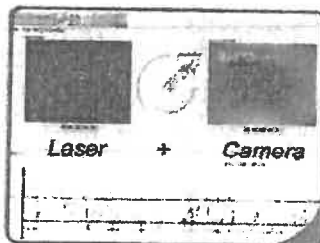
many products were tried and had failed. The Warren Environmental system was applied in many locations within the system with great success, and without any odor, which pleased the authority immensely. A combination of Warren NSF approved gel grout and Warren S301 structural epoxy was used to waterproof four 30-ft wide by 250-ft deep work shafts in the D.C. area. The Warren system has been specified for many future WMTA projects.

Warren Environmental has a small, hand-picked network of approved applicators chosen for their background in contracting and reputation in their area. Approved applicators go through specialty training, working alongside A&W crews on the job, as well as training at Warren Environmental's new mixing and blending facility in Middleborough, Mass. Here, employees of A&W and approved applicators of the Warren System are trained in the proper use of our specialty epoxy systems and application equipment.

"Our applicators in the United States include Suncoast Infrastructure in Jackson, Miss., C.K. Masonry in Nashville Tenn., Utility Maintenance Contractors in Wichita, Kan. and Bradbury Industries in Texas," Warren says.

Recently, Warren Environmental has expanded its applicator network to include Flex Seal, a Fernco Co. that has the exclusive rights to market the product in the United Kingdom under the name of UltraCoat.

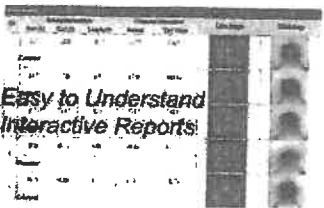
This article was edited by Trenchless Technology International from material supplied by Warren Environmental Inc.



3D Laser PROFILER

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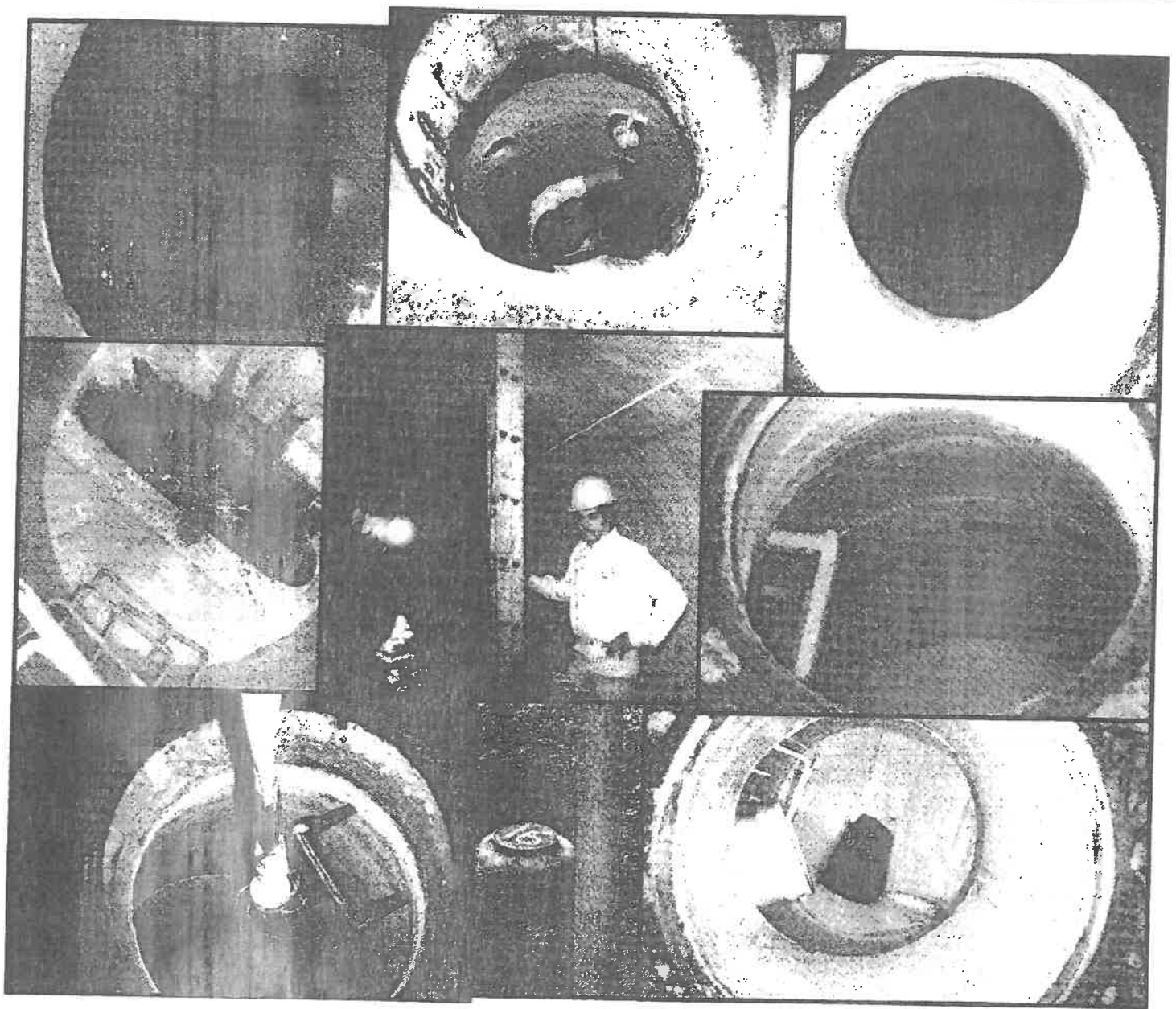
800-767-1974

Fax: 707-778-1981

Email: sales.info@rstechserv.com

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25 YEARS IN THE HOLE AND MORE SUCCESSFUL EVERY DAY

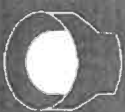


The Warren structural epoxy manhole liner system delivers a stand-alone, self-supporting structure when applied at 250 mils to badly deteriorated structures. At 100 mils the system will protect new concrete from H_2S attack and seal out infiltration, enhance the flow and reduce buildup in the structure. The hard, ceramic-like plastic shell has proven to reduce odors coming from manholes and pump stations. With over 10,000 structures in place, the Warren system has passed the test of time.

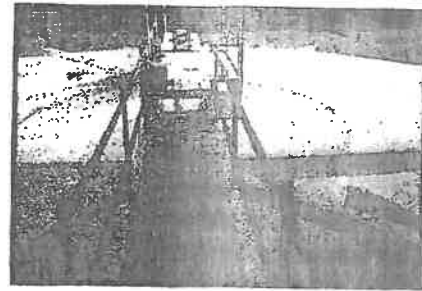
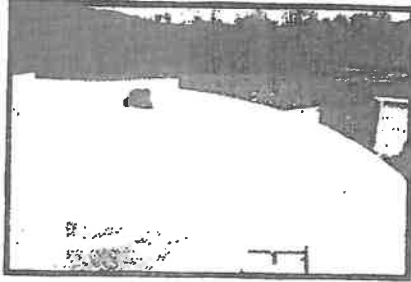
Warren Environmental, Inc. A & W Maintenance, Inc.

P.O. Box 1206, Carver, MA 02330

Ph: 508-947-8539 Fax: 508-947-3220 www.warreneviro.com



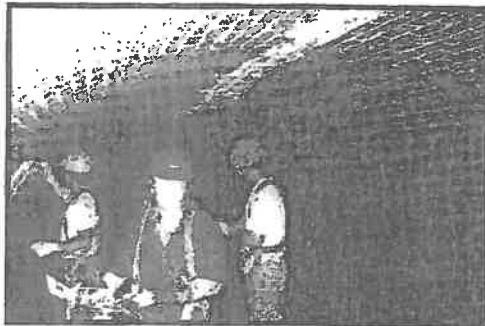
NEW YORK / MIAMI / BOSTON



In 1999 the town of Bethlehem, New York was informed by their consultants their potable water clarifier was near the point of total failure. The cathodic protection system had failed, allowing corrosion to overcome the 50 year-old metal structure. The corrosion had penetrated $\frac{3}{4}$ of the way through the sidewall of the vessel. The township had 3 options: 1) Build a new tank. 2) Patch weld 80% of the clarifier. 3) Apply the Warren structural epoxy at $\frac{1}{4}$ thickness. At the two-year inspection, the plant supervisor said Bethlehem's gamble on Warren epoxy had paid off when the inspection revealed the structural epoxy to be in "like new" condition, with no sign of new corrosion.



The Miami Dade Sewer Commission inspected the 400 foot test section of pipe lined with the Warren structural epoxy system after 7 years of service in high Hydrogen Sulfide (H₂S) conditions and extreme hydraulic loading during tropical storm events. The Warren epoxy system showed no sign of corrosion, and was in new condition. Miami Dade specified the product on 10,000 linear feet of 60" pipe in 2002.



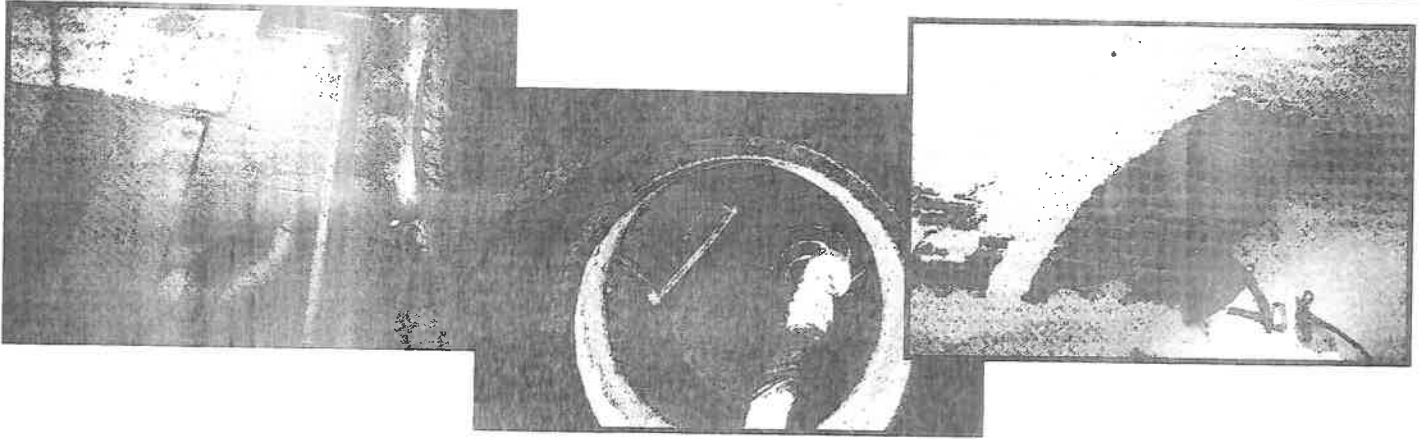
In 1999 the Boston Water and Sewer Commission lined a badly deteriorated section of 8 foot brick storm drain. The test section had a crack 30 feet long, 8 inches wide through 4 layers of brick and severe scarring of the tunnel walls. The test section was repaired with Warren epoxy mastic M-301 and coated with $\frac{1}{4}$ inch of S-301 during one eight hour window. In 2002 BWC specified Warren epoxy on 400 linear feet of a 60 inch tunnel in similar condition. Boston Water and Sewer has specified the Warren system on some of their most challenging crack repair and infiltration projects.

Warren Environmental, Inc. A & W Maintenance, Inc.

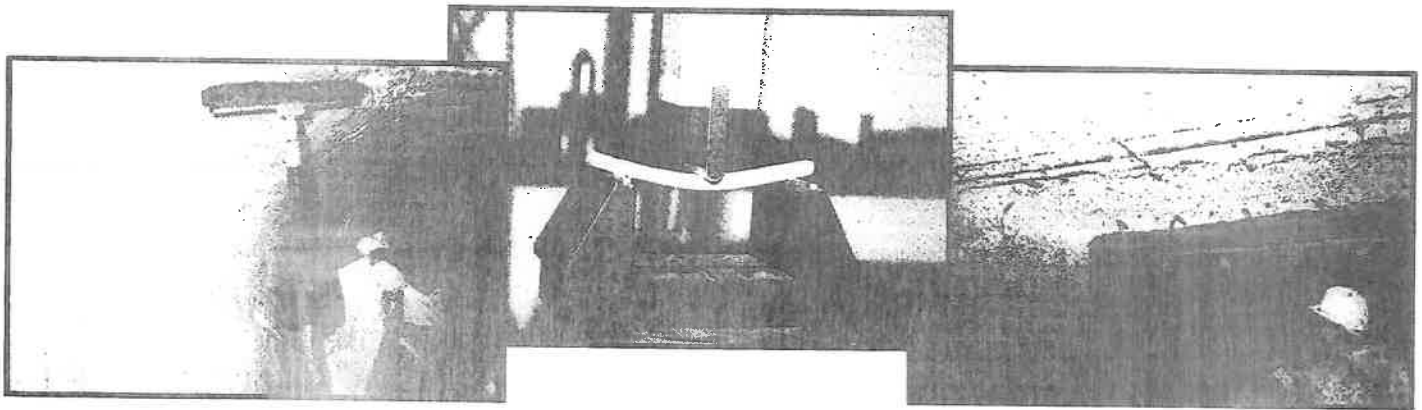
P.O. Box 1206, Carver, MA 02330

Ph: 508-947-8539 Fax: 508-947-3220 www.warreneviro.com

R & D / Surface Prep / Testing / Inspection



Better application techniques of epoxy has become a full time research and development project at Warren Environmental. In 1994 Dan Warren patented the Warren spray system US Patent #5645217. This was the first spray technology to accurately and reliably measure and meter mix 100% solid epoxy materials in the field. Warren continues to develop new equipment for surface prep and application of epoxies to reduce application time and increase productivity.



Surface prep, testing and inspection are the three most common causes of success or failure on any project. Surface prep must be a multi step process with a written detailed specification of what is acceptable for surface prep prior to application of epoxy materials. Field inspection is a demanding process and field inspectors should only be assigned the duties of inspection. Testing should be a combination of physical test in laboratories, measurements of wet materials during application, and post application testing such as adhesion test, spark test, vacuum test, etc.

Warren Environmental, Inc. A & W Maintenance, Inc.

P.O. Box 1206, Carver, MA 02330

Ph: 508-947-8539 Fax: 508-947-3220 www.warreneviro.com

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71 South Wacker Drive | Suite 1200 | Chicago, IL 60606
Tel: 312-655-5172 | marc.savini@gs.com

Marc P. Savini
Vice President
Consumer and Investment Management Division

**Goldman
Sachs**

May 31, 2023

Derek Sullivan
Town Administrator
Memorial Town Hall
54 Marion Road
Wareham, MA 02571

Re: The Danny Ray Warren Trust dtd 10/11/2002 (EAX-XX876-0) & The Jane Godfrey Warren
Trust dtd 10/11/2002 (EAX-XX875-9)

Dear Derek Sullivan,

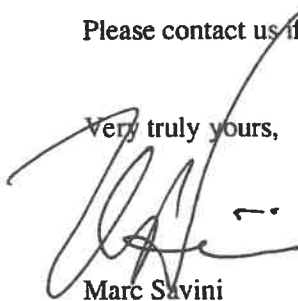
We are providing this letter to you at the request of our clients, Danny & Jane Warren, to confirm certain information regarding assets and/or funds held in the above-referenced accounts (the "Accounts") maintained with Goldman Sachs & Co. LLC.

As of the close of business on May 30, 2023, the market value of the Accounts were in excess of \$142,500.00.

This letter is provided for your information only and should be handled in a confidential manner. Market values are current as of the date set forth above and are subject to change for various reasons, including market fluctuation, client trading and withdrawals.¹¹¹ The above market value does not take into consideration any liabilities or indebtedness the client may have outside of the Account either at Goldman Sachs or with another party.

Please contact us if we can be of further assistance.

Very truly yours,



Marc Savini

¹¹¹ The market value provided is based on pricing obtained from third parties, including market data providers. As a result, while we believe the information to be reliable, it cannot be guaranteed for accuracy.

PERSONAL GUARANTY

GUARANTY, dated as of June 1, 2023 by **Danny Warren**, individually, having an address of Carver, Massachusetts and **Danny Warren Consulting, LLC**, a Massachusetts Limited Company, with usual place of business located at 18 Church Street, Carver, MA 02330, (the "Guarantors"), in favor of **Town of Wareham, Town Administrator, Derek Sullivan** (the "Guarantee"). In consideration of the Guarantee, in its discretion, time, credit or accommodations to **Danny Warren Consulting, LLC** a Massachusetts corporation (together with its successors, the "Borrower") for **Emergency Repairs to Wankinquoah Ave Sewer Main Contract, # 2023-001**, the Guarantor agrees as follows:

1. Guaranty of Payment and Performance. The Guarantor hereby guarantees to the Guarantee the full and punctual payment when due (whether at maturity, by acceleration or otherwise), and the performance, of all liabilities, agreements and other obligations of the Borrower to the Guarantee, whether direct or indirect, absolute or contingent, due or to become due, secured or unsecured, relating to environmental matters or otherwise, whether now existing or hereafter arising or acquired (whether by way of discount, letter of credit, lease, loan, or otherwise) (the "Obligation(s)"). This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance of the Obligations and not of their collectability only and is in no way conditioned upon any requirement that the Guarantee first attempt to collect any of the Obligations from the Borrower or resort to any security or other means of obtaining their payment. Should the Borrower default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder shall become immediately due and payable to the Guarantee, without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the Guarantee on any number of occasions.

2. Guarantor's Agreement to Pay. The Guarantor further agrees, as the principal obligor and not as a guarantor only, to pay to the Guarantee, on demand, all costs and expenses (including court costs and legal expenses) incurred or expended by the Guarantee in connection with the Obligations, this Guaranty and the enforcement thereof, together with interest on amounts recoverable under this Guaranty from the time such amounts become due until payment, at the rate per annum equal to that set forth in the Note plus the rate of interest set forth therein applicable after a default, that if such interest exceeds the maximum amount permitted to be paid under applicable law, then such interest shall be reduced to such maximum permitted amount.

3. Limited Guaranty Amount. The liability of the Guarantor hereunder shall not exceed One Million, Four Hundred, Fifty Thousand Dollars and 0/00 (\$1,450,000.00). The Guarantor shall not execute, deliver or enter into any other guaranty, and shall not borrow any funds or become either primarily or secondarily liable for the repayment of any monies (other than those in existence prior to the date hereof) without the prior written consent of the Guarantee.

4. Waiver by Guarantor; Guarantee's Freedom to Act. The Guarantor agrees that the Obligations will be paid and performed strictly in accordance with their respective terms regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting

any of such terms or the rights of the Guarantee with respect thereto. The Guarantor waives presentment, demand, protest, notices of acceptance, notice of obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets of the Borrower, and all suretyship defenses generally. Without limiting the generality of the foregoing, the Guarantor agrees to the provisions of any instrument evidencing, securing or otherwise executed in connection with any Obligation and agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (i) the failure of the Guarantee to assert any claim or demand or to enforce any right or remedy against the Borrower; (ii) any extensions or renewals of any obligation; (iii) any rescissions, waivers, amendments or modifications of any of the terms or provisions of any agreement evidencing, securing or otherwise executed in connection with any Obligation; (iv) the substitution or release of any entity primarily or secondarily liable for any Obligation; (v) the adequacy of any rights the Guarantee may have against any collateral or other means of obtaining repayment of the Obligations; (vi) the impairment of any collateral securing the Obligations, including without limitation the failure to perfect or preserve any rights the Guarantee might have in such collateral or the substitution, exchange, surrender, release, loss or destruction of any such collateral; or (vii) any other act or omission which might in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a release or discharge of the Guarantor, all of which may be done without notice to the Guarantor.

5. Unenforceability of Obligation Against Borrower. If for any reason the Borrower has no legal existence or is under no legal obligation to discharge any of the Obligations, or if any of the Obligations have become irrecoverable from the Borrower by operation of law or for any other reason, this Guaranty shall nevertheless be binding on the Guarantor to the same extent as if the Guarantor at all times had been the principal obligor on all such Obligations. In the event that acceleration of the time for payment of the Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, or for any other reason, all such amounts otherwise subject to acceleration under the terms of any agreement evidencing, securing or otherwise executed in connection with any Obligation shall be immediately due and payable by the Guarantor.

6. Subrogation; Subordination. Until the payment and performance in full of all Obligations and any and all obligations of the Borrower to the Guarantee, the Guarantor shall not exercise any rights against the Borrower arising as a result of payment by the Guarantor hereunder, by way of subrogation or otherwise, and will not prove any claim in competition with the Guarantee or its affiliates in respect of any payment hereunder in bankruptcy or insolvency proceedings of any nature; the Guarantor will not claim any set-off or counterclaim against the Borrower in respect of any liability of the Guarantor to the Borrower; and the Guarantor waives any benefit of any right to participate in any collateral indebtedness of the Borrower now or hereafter held by the Guarantor and is hereby subordinated to the prior payment in full of the Obligations, provided that so long as no default in the payment or performance of the Obligations has occurred and is continuing or will result therefrom, or no demand for payment of any of the Obligations has been made that remains unsatisfied, the Borrower may make, and the Guarantor may demand and accept, any scheduled payments of principal of and interest on such subordinated indebtedness in the accounts, at the rates and on the dates specified in such

instruments, security or other writings as shall evidence such subordinated indebtedness. The Guarantor agrees that after the occurrence of any default in the payment or performance of the Obligations, the Guarantor will not demand, sue for or otherwise attempt to collect any such indebtedness of the Borrower to the Guarantor until the Obligations shall have been paid in full. If, notwithstanding the foregoing sentence, the Guarantor shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by the Guarantor as trustee for the Guarantee and be paid over to the Guarantee on account of the Obligations without affecting in any manner the liability of the Guarantor under the provisions of this Guaranty. Any and all present and future debts and obligations of the Borrower to the Guarantor are hereby waived and postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Guarantee.

7. Security; Set-off. Guarantee shall have, as security for the full and punctual payment and performance of the Guarantor's obligations hereunder, a continuing lien on and security interest in all securities or other property belonging to the Guarantor now or hereafter held by the Guarantee and in all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Guarantee to the Guarantor or subject to withdrawal by the Guarantor; and regardless of the adequacy of any collateral or other means of obtaining repayment of the Obligations, the Guarantee is hereby authorized at any time and from time to time while Borrower is in default of the Obligations, without notice to the Guarantor (any such notice being expressly waived by the Guarantor) and to the fullest extent permitted by law, to set off and apply such deposits and other sums against the obligations of the Guarantor under this Guaranty, whether or not the Guarantee shall have made any demand under this Guaranty.

8. Additional Indebtedness of Guarantor. The Guarantor shall not, for so long as this Guaranty is in effect, incur any additional debt, guaranty the obligations of any individual or entity, or in any way become primarily, secondarily or conditionally liable for any debt obligation or financial duty without the Guarantee's prior written consent.

9. Further Assurances. The Guarantor agrees that it will, from time to time at the request of the Guarantee, provide to the Guarantee such financial statements and documentation as is required in the governing Note and/or Loan Agreement, and such other information relating to the business and affairs of the Guarantor as the Guarantee may reasonably request. The Guarantor also agrees to do all such things and execute all such documents, including financing statements, as the Guarantee may consider necessary or desirable to give full effect to this Guaranty and to perfect and preserve the rights and powers of the Guarantee hereunder.

10. Successors and Assigns. This Guaranty shall be binding upon the Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by the Guarantee and its successors, transferees and assigns. Without limiting the generality of the foregoing sentence, the Guarantee may assign or otherwise transfer any agreement or any note held by it evidencing, securing or otherwise executed in connection with the Obligations, or sell participations in any interest therein, to any other person or entity, and such other person or entity shall thereupon become vested, to the extent set forth in the agreement evidencing such assignment, transfer or participation, with a right in respect thereof granted to the Guarantee herein.

11. Amendments and Waivers. No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall be effective unless the same shall be in writing and signed by the Guarantee. No failure on the part of the Guarantee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

12. Notices. All notices and other communications called for hereunder shall be made in writing and, unless otherwise specifically provided herein, shall be deemed to have been duly made or given when delivered by hand or mailed first class mail postage prepaid or, in the case of telegraphic or telexed notice, when transmitted, answer back and received, addressed as follows: if to Guarantor at the address set forth beneath its signature hereto, and if to the Guarantee, at Derek Sullivan, Town Administrator, Town of Wareham, 54 Marion Rd, Wareham, MA 02571.

13. Termination and Reinstatement. This Guaranty shall remain in full force and effect until the Guarantee is given written notice of the Guarantor's intention to discontinue this Guaranty, notwithstanding any intermediate or temporary payment or settlement of the whole or any part of the Obligations. No such notice shall be effective unless received and acknowledged by an officer of the Guarantee at its head office or at the branch of the Guarantee where this Guaranty is given. No such notice shall affect any rights of the Guarantee or of any affiliate hereunder with respect to Obligations incurred prior to the receipt of such notice or Obligations incurred pursuant to any contract or commitment in existence prior to such receipt, and all checks, drafts, notes, instruments (negotiable or otherwise) and writings made by or for the account of the Borrower and drawn on the Guarantee or any of its agents purporting to be dated on or before the date of receipt of such notice, although presented to and paid or accepted by the Guarantee after that date, shall form part of the Obligations. This Guaranty shall continue to be effective or be reinstated, notwithstanding any such notice, if at any time any payment made or value received with respect to an Obligation is rescinded or must otherwise be returned by the Guarantee upon the insolvency, bankruptcy or reorganization of the Borrower, or otherwise, all as though such payment had not been made or value received.

14. Limitation on Transfer, Sale or Encumbrance of Assets. Guarantor shall not, without the prior written consent of the Guarantee transfer, convey, sell or encumber any of its assets. Furthermore, the Guarantor further covenants and agrees with the Guarantee that during such time as this Guaranty is in effect, the Guarantor will not make or permit any substantial diminution in the Guarantor's net worth.

15. Governing Law; Consent to Jurisdiction. This Guaranty is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. The Guarantor agrees that any suit for the enforcement of this Guaranty may be brought in the courts of the Commonwealth of Massachusetts or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service or process in any such suit being made upon the Guarantor by mail at the address specified in Section 12 hereof. The Guarantor hereby waives any objection that it may now or

hereafter have to the venue of any suit or any such court or that such suit was brought in an inconvenient court.

16. Representations, Warranties and Covenants. The Guarantor hereby represents, warrants and covenants that Guarantor is a corporation and has the right and power to execute this Guaranty and the other Loan Agreements to which Guarantor is a party and to incur the obligations hereunder and thereunder.

- (a) The Guarantor has received reasonably equivalent value in exchange for Guarantor's execution of this Agreement, and delivery of the collateral securing the same, if any. The aggregate fair value of the assets of the Guarantor is, on the date hereof, and will be after execution of this Agreement, in excess of the aggregate amount of the liabilities and obligations of the Guarantor (fixed, contingent or otherwise). The Guarantor anticipates that Guarantor will have sufficient net cash flow to pay all of Guarantor's liabilities and obligations as they become due after the execution of this Agreement. The Guarantor represents that Guarantor does not have unreasonably small capital as a result of the transaction evidenced by this Agreement.
- (b) Neither the execution and delivery of this Guaranty and the other Loan Agreements to which Guarantor is a party, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Guaranty is prevented or limited by or conflicts with or results in a breach of the terms, conditions or provisions of any contractual or other restriction on the Guarantor or any agreement or instrument of whatever nature to which the Guarantor is now a party or by which the Guarantor or Guarantor's property is bound or constitutes a default under any of the foregoing.
- (c) The Guarantor has received and will receive a direct and material financial benefit from the accommodations extended by the Guarantee to Borrower.
- (d) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Guaranty and the other Loan Agreements to which Guarantor is a party, or in connection with the performance of the Guarantor's obligations hereunder or thereunder have been obtained as required hereunder or by law.
- (e) This Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.
- (f) There is no action or proceeding pending or threatened against the Guarantor before any court or administrative agency that might adversely affect the ability of the Guarantor to perform Guarantor's obligations under this Guaranty.
- (g) Guarantor will, at the request of the Guarantor, provide to the Guarantor such financial and other information about the financial condition, operations and

business of Guarantor as the Guarantee may require from time to time, including without limitation, business and/or personal financial statements and copies of federal and state income tax returns and all schedules thereto, aging reports of Guarantor's accounts receivable and accounts payable and a listing of Guarantor's inventory and equipment, all of which shall be in form, scope and content satisfactory to the Guarantee, in its sole discretion.

- (h) After any change in the condition or affairs (financial or otherwise) of Guarantor deemed by the Guarantee to be adverse and material and which the Guarantee believes, in good faith, impairs its security or increases its risk, Guarantor will, upon demand by the Guarantee, secure or additionally secure, as the case may be, the payment and performance of Guarantor's liabilities under this Guaranty and any other liability of Guarantor to the Guarantee by granting, pledging, assigning, delivering or transferring to the Guarantee a security interest in collateral of a value and character satisfactory to the Guarantee, and Guarantor authorizes the Guarantee to file and/or record, at Guarantor's expense, any financing statement, mortgage or other document as the Guarantee may require to perfect any such security interest, and Guarantor hereby irrevocably appoints the Guarantee its attorney-in-fact to sign the name of Guarantor thereto.
- (i) Failure of Guarantor to comply with any of the covenants herein or under any of the other Loan Agreements to which Guarantor is a party shall constitute a default of the liabilities, entitling the Guarantee to exercise all rights and remedies set forth in any of the Loan Agreements.

17. Miscellaneous. This Guaranty constitutes the entire agreement of the parties with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement, and this Guaranty shall be in addition to any other guaranty of the Obligations. The invalidity or unenforceability of any one or more sections of this Guaranty shall not affect the validity or enforceability of its remaining provisions. Captions are for the ease of reference only and shall not affect the meaning of the relevant provisions. The meanings of all defined terms used in this Guaranty shall be equally applicable to the singular and plural forms of the terms defined.

GUARANTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS GUARANTY IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY WAIVES GUARANTOR'S RIGHTS TO NOTICE AND HEARING SUCH AS MAY BE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE GUARANTEE MAY DESIRE TO USE. GUARANTOR HEREBY FURTHER EXPRESSLY WAIVES DILIGENCE, DEMAND, PRESENTMENT, PROTEST, NOTICE OF NONPAYMENT OR PROTEST, NOTICE OF THE ACCEPTANCE OF THIS GUARANTY, NOTICE OF ANY RENEWALS OR EXTENSIONS OF THE NOTE AND OF ANY LOANS MADE OR EXTENSIONS OR OTHER FINANCIAL ACCOMMODATIONS GRANTED TO BORROWER OR OTHER ACTION TAKEN IN RELIANCE HEREON AND ALL OTHER DEMANDS AND NOTICES OF ANY DESCRIPTION IN CONNECTION

Witnesses:

[Handwritten signatures of witnesses]

Guarantor:

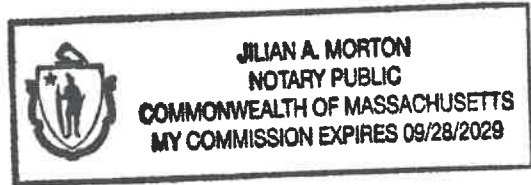
Danny Warren Consulting, LLC

By: *[Handwritten signature of Danny Warren]*
Danny Warren, Manager

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF PLYMOUTH)

Then personally appeared the above-named Guarantor and said Witnesses and proved to me through satisfactory evidence of a Massachusetts State Driver's License and/or other photo identification, to be the person whose name is signed on this document and acknowledged the foregoing instrument to be his free acts and deeds, before me this 1st day of June 2023.

[Handwritten signature of Notary Public]
Notary Public: Jilian A. Morton
My commission expires: 09/28/2029



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 "**Emergency Repairs to Wankinquoah Avenue Sewer Main, Contract No.
2023-001**".

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.

*See PG section
pgs 1-8*

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
EMERGENCY REPAIRS TO WANKINQUOAH AVENUE SEWER MAIN
CONTRACT NO. 2023-001

THIS AGREEMENT, is executed this _____ day of _____ in the year Two Thousand and Twenty-Three (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 |
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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

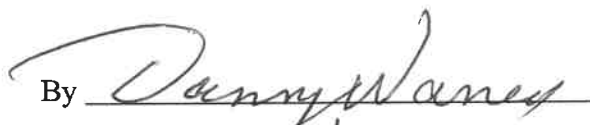
A. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

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 
Danny Warren
Name
Pres / sole officer
Title
PO. Box 1206
Address
Carver ma.
508-728-4836
Telephone

Contractor Name: Danny Warren
CONSULTING LLC

Approved as to Form:

email attached

Richard Bowen
Town Counsel

Judith Lauzon
Town Accountant

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

Richard Bowen <richbowen1@hotmail.com>

Fri 7/7/2023 1:22 PM

To: Patty Neal

Cc: Derek Sullivan

Inbox

Patty,

I approve the contract as to form.

There is a Certificate of Owner's Counsel that the project engineer "thoughtfully" included in the bid documents. No project engineer working on our behalf should ever include such a document without consulting with me first. Therefore, since this did not happen, we will omit this document from the package.

Rich

rdA

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION
For AGREEMENT

State of _____)
County _____) ss

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 _____

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> <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>

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 **EMERGENCY REPAIRS TO WANKINQUOAH AVENUE SEWER MAIN, CONTRACT NO. 2023-001.**

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
Number: _____
Effective: _____
Expires: _____

\$_____ aggregate

Property Damage including C.U.

\$_____ each occurrence

***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.

1.06	Owner's Protective Liability & Property Damage	<p>Bodily Injury</p> <hr/> <p>\$1,000,000 each occurrence \$3,000,000 aggregate</p> <p>Property Damage</p> <hr/> <p>\$1,000,000 each occurrence</p> <p>\$3,000,000 aggregate</p>
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 40 consecutive working 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 2 OF 2

Issued to

The Town of Wareham, Massachusetts

Contract Reference: **TOWN OF WAREHAM MASSACHUSETTS,
EMERGENCY REPAIRS TO WANKINQUOAH AVENUE SEWER
MAIN, CONTRACT NO. 2023-001.**

POLICY NUMBER

EFFECTIVE AND

KINDS OF INSURANCE

LIMITS

EXPIRATION DATE

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

Owner's Protective Liability and Property Damage	Bodily	\$ _____ each occurrence	Number: _____
	Injury		Effective: _____
		\$ _____ aggregate	
	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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71 South Wacker Drive | Suite 1200 | Chicago, IL 60606
Tel: 312-655-5172 | marc.savini@gs.com

Marc P. Savini
Vice President
Consumer and Investment Management Division

**Goldman
Sachs**

May 31, 2023

Derek Sullivan
Town Administrator
Memorial Town Hall
54 Marion Road
Wareham, MA 02571

Re: The Danny Ray Warren Trust dtd 10/11/2002 (EAX-XX876-0) & The Jane Godfrey Warren Trust dtd 10/11/2002 (EAX-XX875-9)

Dear Derek Sullivan,

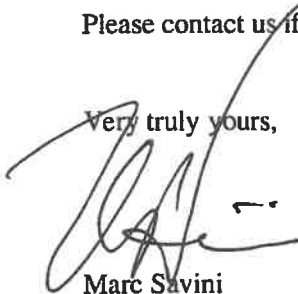
We are providing this letter to you at the request of our clients, Danny & Jane Warren, to confirm certain information regarding assets and/or funds held in the above-referenced accounts (the "Accounts") maintained with Goldman Sachs & Co. LLC.

As of the close of business on May 30, 2023, the market value of the Accounts were in excess of \$142,500.00.

This letter is provided for your information only and should be handled in a confidential manner. Market values are current as of the date set forth above and are subject to change for various reasons, including market fluctuation, client trading and withdrawals.¹¹¹ The above market value does not take into consideration any liabilities or indebtedness the client may have outside of the Account either at Goldman Sachs or with another party.

Please contact us if we can be of further assistance.

Very truly yours,



Marc Savini

¹¹¹ The market value provided is based on pricing obtained from third parties, including market data providers. As a result, while we believe the information to be reliable, it cannot be guaranteed for accuracy.

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 **Emergency Repairs to Wankinquoah Avenue Sewer Main, Contract No. 2023-001** 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 **Emergency Repairs to Wankinquoah Avenue Sewer Main, Contract No. 2023-001** 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.

N/A

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.

019-42-2105
Social Security Number *
Or Federal Identification Number *

Danny Warem
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 experiences 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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