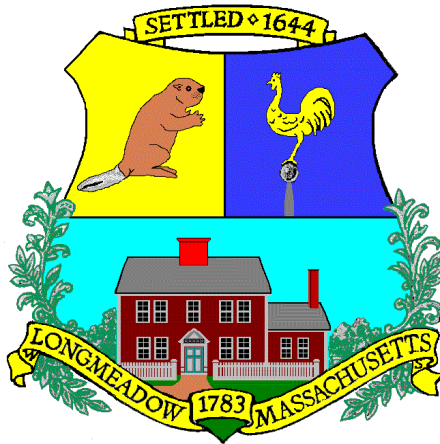


INVITATION FOR BID (IFB)

WOLF SWAMP PARK ATHLETIC FIELD RENOVATIONS



TOWN OF LONGMEADOW
MASSACHUSETTS

August 3, 2020

A -1

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LEGAL NOTICE/ ADVERTISEMENT FOR BID:

INVITATION FOR BID (IFB) WOLF SWAMP PARK ATHLETIC FIELD RENOVATIONS

The Town of Longmeadow invites sealed bids for Wolf Swamp Park athletic field renovations. The Project consists of tilling the fields and establishing new finished grades of the soil, adding gravel parking with a millings surface, irrigation and fertigation system, pumping system for the well and a connection to the Town Water (a stub will be provided by the Town to the site), timber guard rail, two ball diamonds, and stone dust walking paths. The consulting engineer is Milone & MacBroom, Inc., of Portland, ME.

Bid documents are available from the Purchasing Department at the Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (Phone: 413-565-4185, cthompson@longmeadow.org). Bid documents will be mailed upon request as the office is not currently open to the public. Bid documents may also be downloaded from the Longmeadow Purchasing Department page of the town website www.longmeadow.org. Select the link labeled 'Bid & RFPs', then select 'Bid & RFP Finder' to access bid documents. Bidders are encouraged to register with the Longmeadow Purchasing Department, those that do not register with Purchasing will be responsible for monitoring the website for the issuance of updates and addenda. Failure to acknowledge receipt of addenda may result in a bid rejection.

Sealed bids should be mailed and delivered to the Longmeadow Purchasing Department and will be accepted until the bid deadline of: **Thursday, August 20, 2020 at 2:00PM**. Bids should be labeled 'IFB: Wolf Swamp Park Athletic Field Renovations', followed by the bidder's company name, address and contact information. Late bids will be rejected. Bids received will then be opened remotely through zoom.com beginning at 2:30PM the same day. The public bid opening through Zoom will be recorded. To access the meeting call 646-558-8656, Meeting ID: 919 3157 8594, Password: 997319. Provided is the real time video access to the zoom meeting <https://zoom.us/j/91931578594?pwd=OGZqUXZJUkhY1ZsOFBVNmkwSzFTQT09>.

All bidders shall furnish with their bid a mandatory bid guarantee in the form of a bid bond, certified check, treasurer's check or cashier's check issued by a responsible bank or trust company in the amount of 5% of the total amount of the bid made payable to the Town of Longmeadow. Labor wages are subject to Massachusetts minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27H, inclusive. A 100% performance bond & payment bond will be required of successful bidder upon award.

No Mass Highway funds will be utilized toward this project. All bids received will be evaluated and awarded in accordance with the provisions established under Massachusetts General Law Chapter 30, 39M. The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any or all bids, waive informalities, and to award the contract in the best interest of the Town.

DATES:

Deadline for questions: Must be received no less than 120 hours (5 days) before the bid deadline.

EMAIL ALL BID QUESTIONS TO CTHOMPSON@LONGMEADOW.ORG

Project Substantial Completion (95% completion): Friday, October 23, 2020

Final Project Acceptance/Completion: Monday, May 3, 2021

SECTION A
GENERAL CONDITIONS

SECTION A

GENERAL CONDITIONS

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SECTION A

GENERAL CONDITIONS

DEFINITION OF TERMS

Article 1. Definition of Terms

Wherever in these Specifications or other Contractual Documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

<u>Addendum</u>	An addition to or alteration of the Plans and/or Specifications generally issued for clarification purposes prior to the opening of Proposals.
<u>Advertisement</u>	The notice published in newspapers and trade bulletins announcing the time and place for the opening of bids for work to be done.
<u>A.A.S.H.T.O.</u>	The American Association of State Highway and Transportation Officials.
<u>Alteration</u>	Change in the form or character of any of the work done or to be done.
<u>A.S.T.M.</u>	The American Society for Testing and Materials.
<u>Bidder</u>	Any individual, firm or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
<u>Contract</u>	A written agreement executed by the parties thereto for the construction, reconstruction, alteration, remodeling, repair, demolition, improvement or development of any building, structure, addition, facility, system, or pipeline.
<u>Contractor</u>	A party to the Contract, acting directly or through an authorized lawful agent or employee.
<u>Engineer</u>	The Town of Longmeadow or his/her designee acting as an authorized representative, such representative acting within the scope of the particular duties entrusted to him/her.
<u>Extra Work</u>	Work or materials not called for in the Plans and Specifications and which is deemed necessary and authorized by the Engineer.
<u>Layout</u>	See Right of Way.
<u>Location</u>	See Right of Way.
<u>Lump Sum Contract</u>	One in which the Proposal is a fixed price; inclusion of alternates requested by the Owner for variations in the scope of the work does not modify or rescind this definition.
<u>Material</u>	Any article, assembly, system, or any component part thereof.
<u>Owner</u>	The Contracting or the Awarding Authority.
<u>Plans</u>	The Contract Drawings, detail sheets, or exact reproductions thereof, which show the location, character, dimension. And details of the work including any alterations thereof permissible under the Contract and authorized by duly approved written orders.
<u>Proposal</u>	The written offer of the Bidder submitted in approved form to perform the work contemplated under the Contract.
<u>Project</u>	The purpose for which bids have been called and work contracted for.
<u>Right of Way</u>	That area which has been laid out or acquired for the purpose of this project.

<u>Special Provisions</u>	The special directions, provisions and requirements prepared to cover Contract requirements or work not satisfactorily provided for by these General Conditions. These Special Provisions shall be included within the general term "Specifications" and shall be made a part of the Contract with the express purpose that they shall prevail over all other Specifications.
<u>Specifications</u>	The directions, provisions and requirements, designated as Specifications, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or the quantities and qualities of materials to be furnished under the Contract. The Specifications shall include the Instructions/Advertisement for Bidders, General Conditions, Special Provisions, State Mandatory Forms, Bond Descriptions, Bid and Contract Forms, Maps and Details, and Addenda.
<u>Subcontractor</u>	<p>(a) For contracts awarded pursuant to sections 44A to 44L of Chapter 149, a person who files a sub-bid and receives a contract as a result of filing sub-bid or who is approved by the Owner in writing as a person performing labor or both performing labor and furnishing labor pursuant to a Contract with the General Contractor.</p> <p>(b) A person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing labor pursuant to a Contract with the General Contractor.</p> <p>(c) For contracts with the Commonwealth of Massachusetts not awarded as provided in rules 44A to 44L, inclusive, of Chapter 149, a person contracting with the General Contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.</p>
<u>Unit Price Contract</u>	One in which the Proposal is based on unit bid prices and estimated quantities; payment is based on field measurement of actual quantities completed or constructed.
<u>The Words</u>	<p>"As directed", "as permitted", "as required", or words of like effect shall mean that the direction, permission or requirement of the Engineer is intended; and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless otherwise provided herein. The words "necessary", "suitable", "equal", or words of like import shall mean necessary, suitable or equal in the opinion of the Engineer.</p> <p>The words "approval of the Owner" or "approval by the Owner" shall mean approval either by vote of or in writing by the duly authorized officials.</p>
<u>Written Notice</u>	Shall be deemed to have been duly served if delivered in person to the individual, or to a member of the firm or to an officer of the Corporation for whom it is intended, or if delivered at or sent by certified mail - return receipt requested - to the last business address known to whomever who gives the notice.

PROPOSAL REQUIREMENTS AND CONDITIONS

Article 2. Contents of Proposal Forms

One set of Proposal Forms consisting of the documents listed below will be furnished by the Owner to each general bidder upon request at the office of the Longmeadow Purchasing Department. Bid documents are also available online through the Purchasing Department page of the town website www.longmeadow.org as listed in the Legal Notice / Advertisement for Bid. Bidders are encouraged to register with the Purchasing Department to receive updates and addenda.

The Specifications; including the Instructions/Advertisement for Bidders, General Conditions, Special Provisions, State Mandatory Forms, Bond Descriptions, Bid and Contract Forms, Maps and Details, and Addenda.

Article 3. Interpretation of Basic Estimates of Quantities for Unit Price Contracts

- A. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done, as shown in the Proposal. These quantities are approximate only, being given as a basis for the comparison of bids. The Owner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class, item, or portion of the work as may be deemed necessary or expedient by the Owner.

Bidders are required to submit their estimate upon the following express conditions, which shall apply to and become part of every bid received. An increase or decrease in the quantity for any item or group of items shall not be regarded as cause for an increase or decrease in the prices, nor in the time allowed for the completion of the work, except as provided in the Contract. An increase or decrease in the quantity of work to be done shall not warrant any claim for loss, damage, or anticipated profit.

- B. The work has been divided into classes and items in order to enable the bidder to bid on the different portions of the work in accordance with his/her estimate of their cost, so that in the event of an increase or decrease in the quantities of any particular class of work the actual quantities of any particular class of work the actual quantities executed may be paid for at the price bid for that particular class of work.
- C. It is the intent of these specifications to provide valuable input for future hot mix asphalt (HMA) production and testing for the Town of Longmeadow. The Town will monitor the HMA according to these Special Provisions. All requirements of the Special Provisions will apply except that measurement and payment will be made in accordance with the MassDOT "Standard Specifications for Highways and Bridges".

D. Article 4. Examination of the Location

Statements as to the condition under which the work is to be performed, including plans, surveys, measurements, dimensions, calculations, estimates, borings, etc., are made solely to furnish a basis for comparison of bids, and the Owner does not guarantee that they are even approximately correct. This material represents the best factual information available to the Owner and is made available without the assumption of responsibility for its accuracy. The Contractor must satisfy him/herself by his/her own investigation and research regarding all conditions affecting the work to be done and labor and material needed, and make his/her bid in sole reliance thereon. The Contractor should carefully examine any materials furnished by the Owner, the location of the work, the difficulties to be encountered in doing the work, and all other factors relating to the project.

No allowance will be made, and no responsibility will be assumed, by the Owner for any failure of the Contractor to estimate correctly any difficulty attending the execution of the work.

In regard to subsurface soil conditions, the provisions of Chapter 30, Section 39M of the Mass. General Laws (recited hereinafter) will prevail in every Contract subject to Section 39M of Chapter 30 or Section 44A of Chapter 149.

"If, during the progress of the work, the Contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents, either the Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

Article 5. Preparation of Proposals

A. Proposal Prices for Unit Price Contract

Each general bid shall be submitted upon a form furnished by the Owner. All words and figures shall be in ink. In case of discrepancy between the unit prices and the extended totals, the unit prices shall govern.

The bidder shall specify a unit price; in both words and figures, for each and every item for which a quantity is given, and shall also show the products of the respective unit prices and quantities, written in figures in the column provided for that purpose, and the total amount of the Proposal obtained by adding the amounts of the several items. In case of discrepancy between the unit prices and the extended totals, the unit prices shall govern. No bid will be accepted which does not contain a unit price for every item shown on the Proposal Form. No conditional bids will be accepted.

B. General

When an item in the Proposal contains a choice to be made by the bidder, the bidder shall indicate his/her choice in accordance with the Specifications for that particular item. Thereafter no further choice will be permitted without permission from the Owner.

The price for any item, bid and/or contracted for, unless otherwise noted or specified shall include full compensation for all materials, equipment, tools, labor and incidental work, necessary to complete the item to the satisfaction of the Engineer. The prices shall, without exception, include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.

C. Signatures

All Proposals shall be signed correctly with ink in the proper places provided, as follows: If the Proposal is made by an individual, his/her name and post office address shall be given. If the Proposal is made by a firm, partnership or corporation, it shall be signed by a person having such legal authority from the said firm, partnership or corporation and the person so signing the Proposal shall give his/her own name and title (if any) in addition to the name and address of the firm, partnership or corporation. If the Proposal is made by a firm or partnership, the names and addresses of the individual members shall be given. If the Proposal is made by a corporation, the name of the State under the laws of which the corporation was chartered and the names, titles and business addresses of the President, Treasurer and Manager and a certificate of vote granting authority to make such Proposal shall be given. If the Proposal is made by a foreign corporation, it must comply with the provisions of Chapter 181 of the Massachusetts General Laws and any amendments thereto. The Non-Collusion bid form must be completed and signed with the bid submission. Failure to supply a complete Non-Collusion form with the bid submission will result in a bid rejection.

Article 6. Delivery of Proposals

Each Proposal shall be submitted to the Owner in a sealed envelope. On the outside of the envelope shall be written the bidder's name and address and the words **"IFB-WOLF SWAMP PARK ATHLETIC FIELD RENOVATIONS"**. If forwarded by mail, the sealed envelope containing the Proposal, and marked as directed above, must be enclosed in another envelope addressed to the Owner. The recommended method of mailing shall be "Certified Mail - Return Receipt Requested".

Proposals shall be delivered as instructed in the Legal Notice / Advertisement for Bid. Proposals received by the Owner at the designated place after the time designated in the Advertisement for Bidders, or Proposals received at other than the designated place, will be returned to the bidder unopened. It is the bidder's responsibility to see that his/her Proposal is at the designated place at the designated time.

Article 7. Proposal Guaranty Required

In order to ensure the faithful fulfillment of its terms, each Proposal shall be accompanied by cash, certified check, bank check or lawful money or a bond from an approved surety in an amount of five percent (5%) as specified in the Bond Descriptions. Said check will be returned to the bidder unless retained by the Owner under the conditions hereinafter stipulated. Bids received that do not contain the mandatory bid deposit will be rejected.

Article 8. Public Opening of Proposals

Proposals will be publicly opened and read aloud at the time and place indicated in the legal notice or date as amended in an addendum (if any). Bidders should check the purchasing department page of the town website (www.longmeadow.org) for the link to active bids and any updates or addenda. Bidders or their authorized agents are invited to be present. In the event that the Town of Longmeadow administrative offices including the Purchasing Department is declared to be closed due to such incidences as poor weather or disaster etc., then the bid opening and bid deadline will be extended to the next regular business day at the same time that the Longmeadow Purchasing Department office is open.

Article 9. Rejection of Proposals

Proposals which fail to meet the requirements of Articles 5, 6, and 7, or which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low bid prices for any class or item of work, may be rejected as informal. The Owner may waive any informalities in or reject any or all bids and may accept any bid the Owner deems to be in his/her best interests or in the best interests of the group represented by the Owner.

More than one Proposal from the same bidder, whether or not the same or different names appear on the signature page, will not be considered. Reasonable proof for believing that any bidder is so interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals made by him/her directly or indirectly. Any or all Proposals will be rejected if there is reason for believing that collusion exists among the bidders.

Bidders whose Proposals have been rejected because of evidence of collusion as specified in Article 9 will not be considered in future Proposals for the same work, and such bidders may be disqualified from bidding on future work.

Article 10. Withdrawal of Proposals

Any bid may be withdrawn prior to the scheduled time for opening as shown in the Special Provisions or authorized postponements thereof. After the bid opening no bidder may withdraw his/her Proposal within sixty (60) days.

Article 11. Competency of Bidders

No Contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the Contract, any bidder may be required to show that s/he has the necessary facilities; experience, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the Contract contains special work of a complicated nature or if it contains items for materials or

work the character of which will depend upon the Contractor's skill or experience, s/he will be required to show proof that s/he has a satisfactory record of similar work performed or materials furnished under other Contracts. Bidders may be required to furnish the Owner with formal sworn statements as to their experience and their financial status.

Article 12. Material Guaranty

Before any Contract is awarded, the Bidder may be required to furnish without expense to the Owner, a complete statement of the origin, composition and manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which samples may be subjected to the tests required by the Owner to determine their quality and fitness for the work.

Article 13. Addenda and Interpretations

No interpretation of the meaning of the Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be made in writing addressed to Town of Longmeadow, Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106. Fax: 413-565-4370, Email: cthompson@longmeadow.org. To be given consideration, the request must be received by the bid deadline time no later than 120 hours (5 days) prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed, fax or email.

All addenda will be posted online through the Town website before the bid deadline. To access IFB documents, forms and updates including issued addenda go to the Purchasing Department page of the Town website (www.longmeadow.org) and select 'Bid & RFP' links to access documents.

Acknowledge the receipt of issued addenda, if any, on the bid submission form. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents. Failure to acknowledge the receipt of addenda may result in a bid rejection.

AWARD AND EXECUTION OF THE CONTRACT

Article 14. Consideration of Bids

The Owner reserves the right to reject any or all Proposals, to waive any and all technicalities and informalities as described under Article 9, to advertise for new Proposals, or proceed to do the work otherwise, as it may deem best for its own interest.

Article 15. Award of Contract

Unit price Contracts will be compared on the basis of the totals of the sums obtained by multiplying the Engineer's estimate of quantities by the unit price stated on the Bid Submission Forms for each respective item.

The Contract will be awarded to the lowest responsible and eligible bidder on the basis of the Bid Total. Special attention is directed to the provision of General Laws Chapter 149, Section 44A defining the term 'lowest responsible and eligible bidder'. The successful bidder will be notified in writing, by mail, or otherwise, that his/her bid has been accepted and that s/he has been awarded the Contract.

If there is any discrepancy or issue with interpretation of bid pricing, the written words of the unit pricing shall prevail in determining and correcting the bid unit price and any recalculation of multiplication or addition thereafter.

Article 16. Return of Proposal Guaranty

All Proposal Guaranties of general bidders, except those under consideration by the Awarding Authority, will be returned within 5 days -- Saturdays, Sundays and legal holidays excluded -- after the opening of bids. Other Proposal Guaranties will be returned upon the execution and delivery of the general Contract.

Article 17. Contract Bond Required

Prior to the execution of the Contract, the Contractor will be required to furnish a surety bond in the amount specified in the Bond Descriptions as security for faithful payment of all persons performing labor on the project under this Contract and furnishing materials and/or equipment in connection with this Contract.

The bond must be in the usual and approved form and must also contain the following: "the principal shall pay for all labor performed or furnished and for all materials used or employed, and shall pay all persons who contract with the principal for labor and materials as provided in the General Laws of Massachusetts, Section 29 of Chapter 149, then this obligation to be void, otherwise to remain in full force and effect."

Attorneys in fact who sign Contract Bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The surety is to be a bonding company or security satisfactory to the Owner. Any bond must be with a bonding company having a place of business in the Commonwealth of Massachusetts.

Article 18. Execution of Contract

The Contractor to whom the Contract is awarded will be required to appear at the office of the Longmeadow Procurement Manager with the surety offered by him/her and to execute the Contract within five days -- Saturdays, Sundays and legal holidays excluded -- after presentation thereof by the awarding authorities, and execute a Contract in accordance with the terms of his/her bid. The Contract shall be in writing on the forms provided.

Article 19. Failure to Execute Contract

Should the successful bidder fail to execute the Contract and/or to furnish the Contract Bond and Insurance as herein specified within the five-day time limit specified herein before, the Owner may at its option determine that the bidder has refused to execute a Contract with the Owner. The Owner may then offer the Contract to the next lowest responsible bidder if the Owner deems it to be advisable.

If any general bidder fails to execute a Contract within five days -- Saturdays, Sundays and legal holidays excluded -- then the bidder's Proposal Guaranty shall be forfeited as liquidated damages and the Contract may be offered to the next lowest responsible bidder.

SCOPE OF WORK

Article 20. Intent of Specifications

It is the intent that the Specifications shall prescribe a complete work or improvement; and when the work is completed, the Contractor shall leave the job site in a neat and finished condition.

The Contractor shall do all the work and furnish all the materials, tools and appliances, except as otherwise specified, necessary or proper for performing and completing the work required by the Contract, in the manner and within the time specified, and in accordance with the Specifications for the work, at the prices agreed upon.

All the work, labor and materials to be done and furnished under the Contract shall be done and furnished strictly pursuant to, and in conformity with, the Specifications for the work, which said Specifications shall form part of the Contract, and also in accordance with the directions of the Engineer as given from time to time during the progress of the work under the terms of the Contract.

Article 21. Special Conditions

Construction items or conditions anticipated for any proposed work, and not covered by these "General Conditions", will be described and specified in "Special Provisions". Said Special Provisions shall be considered a part of the Contract. In case of conflict between the said Special Provisions and General Conditions, the Special Provisions shall govern.

Article 22. Alteration of Work

Should it be found desirable by the Engineer to make alterations in the form or character of any of the work done, or to be done, the Engineer may order such alterations to be made, defining them in writing, and the alterations

shall be made accordingly. Provided that in case such alterations increase the cost of the work, the Contractor shall be remunerated at prices based on prices allowed on the same character of work under Specifications, and in case the alterations shall diminish the cost of the work, no allowance will be made for anticipated profits.

In case of any alteration, change or addition to the work as originally contemplated, and if said alteration, change or addition justified an increase in the cost of the work, the Owner reserves the right to decide the method that will be used to determine said additional costs (See Article 72).

In case of any alterations, so much of the Contract as is not necessarily affected by such alterations shall remain in force upon the parties thereto, and such alterations shall be made under the terms of and as part of the Contract, and the security for the performance of the Contract shall not be invalidated, but shall be held to secure in like manner the performance of the alterations made under the Contract and of any extra work done under provisions of Article 23.

The Contractor shall perform the work as increased or decreased within the qualifying limits named and subject to the provisions outlined above, but no allowance shall be made for any change in anticipated profits. Adjustments shall be considered waived unless specific complaint is made in writing by the Contractor previous to the construction of such alteration or change and within three calendar days following notice from the owner of such alteration or change.

Article 23. Extra Work

The Contractor shall do any work not herein otherwise provided when and as ordered in writing by the Engineer. If the Contractor claims that any instructions from the Engineer involve extra cost or an extension of time, s/he shall so notify the Engineer in writing within three (3) calendar days after the receipt of the Engineer's instructions and in any event before proceeding to execute the extra work. No claim from the Contractor will be considered valid unless made in accordance with the terms of this Article.

Such notice by the Contractor and the keeping of costs by the Engineers shall not in any way be construed as proving the validity of the claim. Payment for extra work will be made in accordance with the provisions of Article 72.

The Owner may, at any time by a written order, and without notice to the surety or sureties, require the performance of such changes in the work as it may find necessary or desirable.

Article 26. Rights in the Use of Materials Found on the Work

The Contractor with the approval of the Engineer, may use suitable ledge, gravel, sand, loam, clay, or other material from within the location lines of the project under construction. If such use necessitates securing additional material for forming embankments, the Contractor shall at his/her own expense, furnish an amount of borrow of a satisfactory quality, equal to the amount of material taken, as measured in excavation. The Contractor shall not excavate or remove any material which is not within the excavation as indicated by the slope stakes and grade lines, without written approval. No excavated material suitable for use shall be wasted, unless as directed.

Unless otherwise provided the material from any existing structure may be used temporarily by the Contractor during construction. Such material shall not be cut, bent, broken or otherwise damaged.

Nothing in the Contract shall be construed as vesting in the Contractor any right or property in the materials used after they have been attached or affixed to the work or the soil; but all such material shall, upon being so attached or affixed, become the property of the Owner.

Article 27. Final Cleaning Up

Upon completion of the work and before acceptance and final payment, the Contractor shall remove, at his/her own expense, from the project location and from adjoining property, all temporary structures and all surplus material and rubbish which may have accumulated during the prosecution of the work, and shall leave the work broom clean and in a neat and orderly condition.

No equipment or materials shall be left on the right-of-way or project limits without the written permission of the Engineer.

Unless otherwise provided, the Contractor shall be responsible for the work for a period of ONE YEAR after date

of Acceptance. Neither the making of partial payments nor the making of the final payment shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, s/he shall remedy any defects and pay for any damage resulting from faulty materials or workmanship which shall appear within a period of ONE YEAR from the date of Acceptance (See Articles 73, 74 and 75, hereof).

CONTROL OF WORK

Article 28. Authority of the Engineer

The Engineer, or his/her authorized designee, shall decide all questions which may arise as to the quantity, quality, acceptability, fitness and rate of progress of the several kinds of work to be performed and materials to be furnished under the Contract, and shall decide all questions which may arise as to the interpretation of any part of the Contract, especially the Specifications which are a part thereof, as to the fulfillment of this Contract on the part of the Contractor, and the determination and decision of the Engineer shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

The Engineer assumes no liability whatsoever for the obligations entered into by the Owner, or by the Engineer on behalf of the Owner, and the Contractor must look solely to the Owner for payment of any claims.

Article 29. Specifications

All work shall be performed in strict conformity with the approved Specifications for the project. The Owner is responsible for the adequacy of the design and sufficiency of the Specifications. The Owner, through the Engineer, or the Engineer acting as the Owner's representative, will furnish with reasonable promptness, additional instructions necessary for the proper execution of the work. These additional instructions may be either additional specifications or descriptions as necessary. These additional instructions will become a part of the complete Contract Document.

Article 30. Conformity with Specifications and Allowable Deviations

The finished work shall conform in all respects to the information detailed in the Specifications. Where conditions make it necessary or desirable for major deviation from the Specifications, such changes shall be made as specified in Article 22 and 23, upon authorization in writing by the Owner.

Article 31. Coordination of Specifications and Plans

The Instructions/Advertisement for Bidders, General Conditions, Special Provisions, State Mandatory Forms, Bond Descriptions, Bid and Contract Forms, Maps and Details, and Addenda, and all supplementary documents, are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of disagreement, the Special Provisions shall have precedence over the General Conditions.

Article 32. Cooperation by Contractor

The Contractor will be given the reasonably necessary number of copies of approved Addenda and Specifications. S/he shall have one copy of all such information and a copy of the Specifications on the work and available for reference at all times during the prosecution of the work.

The Contractor shall have at all times a competent and reliable superintendent or foreman on the work, authorized to receive orders and to act for him/her. Whenever the Contractor is not present on any part of the work when it may be desired to give directions, orders will be given by the Engineer and they shall be received and executed by the foreman or superintendent who is in charge of the particular work in reference to which the orders are given.

The superintendent shall not be changed during the progress of the work without the consent of the Engineer unless s/he shall prove to be unsatisfactory to the Contractor, and on this account or otherwise shall cease to be in the Contractor's employment.

The Contractor shall provide all reasonable facilities to enable the Engineer to inspect the workmanship and

materials entering into the work. S/he shall cooperate in the matter of setting and preserving stakes, bench marks, etc., for controlling the work.

The Contractor shall so carry on his/her work under the direction of the Engineer that public service corporations, or municipal departments may enter on the work to make changes in their structures or to place new structures and connections therewith without interference, and the Contractor shall have no claim for or on account of any delay which may be due to or result from said work of public service corporations or municipal departments.

Article 33. Adjacent Contracts and Operations

Interference with the normal operation of adjacent facilities or equipment of the Owner shall be avoided wherever possible. Upon request by the Contractor, the Engineer will determine in advance whether such interference with existing facilities is unavoidable and will establish the necessary procedures involved. Except in an emergency involving the protection of life or property, the Contractor shall not operate any of the Owner's equipment, control devices, or similar items, except in the presence of and at the direction of a responsible representative of the Owner and the Engineer.

The Owner reserves the right to carry on work adjacent to the work under this Contract by either letting other Contracts or by use of the Owner's forces. The Contractor shall afford other Contractors and the Owner's forces reasonable opportunity for the carrying out of their work and shall properly coordinate his/her work with theirs. Wherever work being done by the Owner's forces or by other Contractors is adjacent to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer so as to secure the rapid completion of the various portions of the work in a most harmonious fashion

If any part of the Contractor's work under this Contract depends for proper execution or results upon the work of any other Contractor or upon the Owner's forces, the Contractor shall inspect and properly report to the Engineer any defects in such work that render it unsuitable for proper execution and results. This Contractor's failure to so inspect and report shall constitute an acceptance of the other work as fit and proper or the reception of his/her work, except as to defects which may develop in the other work after the execution of this Contractor's work.

Article 34. Construction Surveys

The Owner will furnish to the Contractor the necessary benchmarks and base lines for locating the principal component parts of the work contemplated under this Contract. Based on this information, the Contractor shall lay out the work, marking and identifying all necessary points for construction as may be required. The Contractor shall furnish free of charge, all protective stakes and temporary structures as may be necessary for marking and maintaining points and lines given by the Engineer for the building of the work, and shall give the Engineer such facilities and materials for establishing said lines and points as s/he may require. The Engineer's stakes, benchmarks, and base lines shall be carefully preserved. If the Engineer's stakes and points are lost through the neglect of the Contractor and must be re-established, they will be re-established at the Contractor's expense.

Article 35. Authority and Duties of Engineer's Assistants

The Engineer may appoint such assistants and representatives as he desires and they shall be authorized to inspect work and materials, to give directions pertaining to the work or to the safety and convenience of the public, to approve or reject materials, to make measurements of quantities and to perform such other duties as may be designated by the Engineer.

In case of any dispute arising between the Contractor and the Engineer's assistants, as to materials furnished or the manner or performing the work, the Engineer's assistants shall have the authority to reject the materials or to suspend the work until the question at issue can be referred to and decided by the Engineer.

Engineer's assistants are not authorized to revoke, alter, enlarge, relax or release any requirements of these Specifications nor to issue instructions contrary to the Specifications. They shall in no case act as foreman or perform other duties for the Contractor.

Article 36. Inspection of Work and Materials

The Engineer's agents and employees of the Owner may for any purpose enter upon the work and premises used by the Contractor and the Contractor shall provide safe and proper facilities therefore.

The inspection or non-inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the terms of the Contract as herein prescribed by the Specifications.

The Contractor shall furnish the Engineer or his/her authorized representative with every reasonable facility and assistance for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Specifications. If so directed, the Contractor shall, at any time, before the acceptance of the work, remove or uncover any portions of the finished work necessary for inspection. After the inspection, the Contractor shall restore said portions of the work to the condition required by the Specifications.

The Contractor shall furnish written information to the Engineer stating the original sources of supply and dates of manufacture of all materials manufactured away from the actual site of the work. In order to ensure a proper time sequence for required inspection and approval, this information shall be furnished at least two (2) weeks (or otherwise directed by the Engineer) in advance of the incorporation in the work of any such materials.

Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to make final acceptance.

Article 37. Removal of Defective or Unauthorized Work

All defective work shall be removed, repaired or made good, notwithstanding that such work has previously been inspected and approved or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall at his/her own expense make good such defect in a satisfactory manner. If the defective or unauthorized work to be corrected was originally done by the Contractor, then s/he shall promptly correct his/her own work in accordance with the Contract and without expense to the Owner. If the defective or unauthorized work was carried out by a sub-contractor, then the sub-contractor shall carry out the replacement or corrective work as directed by the Contractor and the Engineer.

Any work done beyond the lines and grades as given, except as herein provided, or any extra work done without authority, shall be considered as unauthorized and at the expense of the Contractor. Such work will not be measured nor compensation allowed therefore. Work so done may be ordered removed at the Contractor's expense.

Upon failure of the Contractor to remove and satisfactorily dispose of any or all defective or unauthorized work, and to remedy the same after being so notified, the Engineer may cause such defective work to be remedied, removed and replaced, and such unauthorized work to be removed; and to deduct the costs therefor from any monies due to become due the Contractor.

Article 38. Final Inspection Report

Upon presentation of the Contractor's certification that the work has been substantially completed, the Engineer, as the authorized representative of the Awarding Authority, shall carry out a final inspection of the work and shall either certify to the Owner that the work required under the Contract has been substantially completed, or that the work has not been substantially completed. In the latter event, the Engineer, as the duly authorized representative of the Awarding Authority, shall prepare and submit to the Contractor an itemized list of incomplete or unsatisfactory work items required by the Contract which will be sufficient to demonstrate that the work has not been substantially completed.

Substantial completion shall be as defined in Chapter 30, Section 39G 6f the MGL as most recently amended by Chapter 460 of the Acts of 1978 or as amended thereafter.

Final completion, as required for meeting the requirements of the Contract for completion within the specified time, shall occur when, in the opinion of the Engineer, all work required under the Contract has been completed including all items of work on punch lists issued by the Engineer.

CONTROL OF MATERIALS

Article 39. Source of Supply and Quality

The source of supply of each material shall be approved by the Engineer before delivery is started.

The Contractor shall furnish all materials required for the work specified in the Contract, and said materials shall meet the requirements of the Specifications for the kind of work involving their use.

Only new and first quality materials, conforming to the requirements of these Specifications and approved by the Engineer, shall be used in the work. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources.

The Contractor may be required to furnish sworn certificates as to quality and quantity of materials before said materials are incorporated in the work.

Article 40. Samples and Tests

Tests of materials will be made by the Owner or under its direction, unless noted in the Specifications. The Contractor shall furnish such facilities as the Engineer may require for collecting and forwarding samples, and shall not make use of, or incorporate in the work, any material represented by the samples until the required tests have been made and the material accepted. The Contractor, in all cases, shall furnish the required samples without charge. Where tests are required of materials already incorporated in the work, the Contractor shall furnish samples, cut from the completed work at a time and as directed by the Engineer. The area affected by the removal shall be replaced and refinished and the Contractor will receive no special compensation for any of the aforesaid work.

Article 41. Delivery and Storage of Materials

Materials and equipment shall be progressively delivered at the site so there will be neither delay in the progress of the work nor an accumulation of material that is not to be used within a reasonable time.

Materials shall be stored at the expense of the Contractor so as to ensure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground. Motors and mechanical equipment shall be placed in secure, dry and heated storage when directed by the Engineer. Stored materials shall be so located as to facilitate prompt inspection.

Article 42. Defective Materials

Materials not conforming to these Specifications shall be rejected, and removed from the work by the Contractor as directed. No rejected material, the defects of which have been subsequently corrected, shall be used except with the permission of the Engineer. Should the Contractor fail to remove defective material within the time indicated in writing, the Engineer shall have the authority to remove and replace the defective material, and the cost of such removal and replacement will be deducted from any monies due or to become due the Contractor.

The Contractor shall carefully inspect all materials and work furnished or provided by the Owner. Any defects observed by the Contractor shall be reported to the Engineer in writing. The Contractor's failure to so inspect and promptly report any defects shall constitute an acceptance of the materials and/or work furnished as being fit and proper for installation by the Contractor or for the reception of this Contractor's work. Thereafter, any defect observed shall be made good by the Contractor except that if the defect is in materials furnished by the Owner and is not related to the Contractor's actions, then the Owner will furnish new materials at no cost to the Contractor.

LEGAL RELATIONS AND CONTRACTOR'S RESPONSIBILITY

Article 43. Laws to be Observed

The Contractor shall keep him/herself fully informed of all existing and future Federal and State Laws, Municipal Ordinances and Federal, State and local Regulations, in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract for this work in relation to any such law, ordinance, regulation, order or decree, s/he shall forthwith report the same to the Engineer in writing. S/he shall, at all times him/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.

The Contractor's attention is directed to the fact that all applicable Federal, State and Municipal laws, rules and regulations of all authorities having jurisdiction affecting the project are deemed to be included herein, the same

as though herein written in full. The Contractor's attention is directed to the Occupational Safety and Health Act 29 CFR Part 1926 and all amendments thereto which Act is commonly referred to as OSHA.

Article 44. Insurance Requirements

Compensation Insurance for Workmen and Traffic Officers

- A. The Contractor shall, before commencing performance of the Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws, to all persons to be employed under the Contract, and s/he shall continue such insurance in full force and effect during the term of the Contract.
- B. The Contractor shall take out and maintain at his/her own expense, insurance against damage arising from injury to uniformed police, referred to in Article 56, while they are engaged in the performance of their duties. The coverage and provisions of such insurance shall be similar to those required to ensure employees of the Contractor under the Workmen's Compensation Act, and shall be in addition thereto.

Contractor's Public Liability and Property Damage Liability Insurance

- A. The Contractor shall furnish evidence to the Owner that with respect to the operations s/he performs, s/he carries Contractor's Public Liability insurance providing for a limit of not less than a monetary value specified in the Supplementary Conditions for all damages arising out of bodily injuries or death in any accident, and Contractor's Property Damage Liability Insurance providing for a limit of not less than a monetary value specified in the Supplementary Conditions for all damages arising out of injury to or destruction of property, subject to that limit per accident a total (or aggregate) limit of a monetary value specified in the Supplementary Conditions for all damages arising out of injury to or destruction of property during the policy period.
- B. If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractors to cover their operations.
- C. Such property damage and public liability insurance as are provided under this Contract must cover all the various types and items of work that are to be undertaken. For the purpose of this Contract, the insurance shall be considered to be in full effect from the date of signing of the Contract to the date of the last day of the guarantee period.
- D. To the fullest extent permitted by Laws and Regulations Contractor shall indemnify, defend and save harmless Owner and Engineer and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (A) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of any property (other than the Work itself) including the loss of use resulting therefrom and (B) is caused in whole or in part by any act, error, omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.
- E. If, through acts of neglect on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any such damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify, defend, and save harmless Owner against any such claim.
- F. If any and all claims against Owner or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the foregoing paragraphs shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, but in all events the Contractor shall indemnify, defend and hold

harmless the Owner and Engineer for all such claims.

- G. The obligations of Contractor under the foregoing paragraph shall not extend to the liability of Engineer, Engineer's consultants, agents or employees arising solely out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

General.

- A. Each insurance policy and each certificate of insurance shall include the name of the Awarding Authority and contain the stipulation that no cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the Contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation, by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that s/he has so sent such notice addressed as aforesaid shall be prima facie evidence on the sending thereof as aforesaid. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor.
- B. Satisfactory proof of insurance coverage shall be given to the Owner. Four copies of the insurance certificate shall be furnished prior to the signing of the Contract. A complete policy will be furnished to the Engineer before the beginning of construction operation.
- C. Failure to provide and continue in force all insurance required under the Contract during the life of this Contract shall be deemed a breach of the Contract and shall operate as an immediate termination thereof.
- D. The aforesaid insurance shall be taken out and maintained at Contractor's expense.

Article 45. Massachusetts Department of Labor and Industries Minimum Wage Rates

For all Contracts subject to the provisions of Section 39M of Chapter 30 and/or Sections 44A to 44L of Chapter 149 of the Massachusetts General Laws, the Contractor shall comply with the Provisions of Section 26 to 27H, inclusive, of Chapter 149 of the General Laws of Massachusetts, as amended.

Article 46. Permits, Licenses and Approvals

The Contractor shall procure at his/her own expense all permits, licenses and approvals, pay all charges and fees and give all notices necessary and due in connection with the lawful prosecution of the work. This shall apply equally regardless of whether the permits and licenses are of a temporary nature necessary for the execution of the work or whether they are for permanent structures or permanent changes in existing facilities.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations having an effect on the work as drawn and specified by the Engineer. Any permit required that is issued by the Town of Longmeadow Building Department will be supplied at no charge.

Article 47. Patented Devices, Materials and Processes

Whenever the Contractor desires to use any design, device, material or process covered by letters patent or copyright, the right for such use shall be secured by suitable legal agreement with the patentee or Owner, and a copy of this agreement shall be filed with the Owner.

The Contractor shall save and hold the Owner harmless from all loss, cost, damage or expense that it may be put to be reason of any alleged infringements of any patent, or patents, covering the manufacture, installation or use of any part of the apparatus or equipment, or any machinery or mechanism or part of thing installed or used, or installed for the purpose of use in the work hereinafter contemplated. The Contractor does further agree that the Owner shall not be disturbed in the use or operation or installation of work or equipment herein contemplated by litigation based upon such alleged infringements, and the Contractor does hereby further agree that at his/her own expense s/he will defend any and all suits or proceedings for infringement, or otherwise, that may be brought or instituted by any party, persons, companies, or corporations against the said Owner for alleged infringement or infringements of any patent or patents. Notice of such action or of any action under infringement proceedings shall be served on the Contractor at his/her address in writing by registered mail by the Owner.

Said Contractor shall then be required, through counsel; to assume the defense of and to defend same at his/her own expense.

Article 48. Sanitary Facilities, Weather Protection and Heat

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of health officials, local and state requirements for weather protection and heat, and of other authorities having jurisdiction.

Article 49. Public Safety and Convenience

The Contractor shall be responsible for the maintenance of traffic over, through and around the work included in his/her Contract with the maximum of safety and practicable convenience to such traffic during the life of the Contract, and whether or not work thereon has been suspended temporarily. S/he shall take all precautions for preventing injuries to persons or damage to property in or about the work. If the Contractor constructs temporary bridges or provides temporary crossings of streams, his/her responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

The work shall be carried on in such a manner as to provide safe passage at all times for public travel and with least obstruction to traffic. The convenience of the general public and of residents along and adjacent to the project shall be provided for in an adequate and satisfactory manner. The Contractor shall provide and maintain at his/her own expense (except as otherwise provided herein) in a safe and passable condition, such temporary bypasses and temporary bridges as may be necessary to accommodate traffic on and around the construction; and s/he shall provide and maintain, in a safe condition, temporary approaches to and crossings of intersecting highways.

Roads shall be closed to travel only as directed by the Engineer. Where the new construction coincides with the present traveled way, the Contractor shall so carry on his/her work that travel will not be obstructed. The Contractor shall at all times so conduct the work that the abutters shall have reasonable access to their property as directed by the Engineer. When it is necessary to leave materials and equipment upon the highway they shall be placed so as to cause the least possible interference to pedestrians and other travel.

Approval of local fire department authorities shall be obtained prior to closing any private or public road to travel.

When the work in any way affects the operation, management, maintenance, business or traffic, on any railroad, such work shall be carried on in a manner satisfactory to the said railroad. The Contractor shall use all possible vigilance in order to effectually guard against all accidents or damages on the railroad due to his/her work, and the Contractor shall at all times during the progress of the work so manage and execute the same as to cause the least possible interference with the operation, management, business or traffic of the railroad.

In the event that the Contractor fails to comply with the provisions of this Article, then the Owner shall proceed to make such required improvements, detours, by-passes, etc., as s/he believes necessary. The Owner shall, at his/her own discretion, either proceed with said work immediately or after a suitable time limit specified in a notice to the Contractor. The cost of said work will be borne by the Contractor.

Article 50. Barricades, Warning Signs and Lights

The Contractor shall at his/her own expense provide, place and erect all necessary barricades and warning signs and furnish and keep lighted all lights necessary to protect the work, traffic, pedestrians and animals. S/he shall also furnish at his/her own expense a sufficient number of watchmen at all times to protect the work.

Highways closed to traffic shall be protected by suitable barricades and warning signs, and the Contractor shall provide and maintain adequate lights and illumination therefore. S/he shall be held responsible for all damage due to any failure of signs and barricades to protect the work properly from traffic, pedestrians, animals or other cases.

In the event that the Contractor fails to comply with the provisions of the Article, then the Owner shall proceed to make such required improvements detours, bypasses, etc., as s/he believes necessary. The Owner shall, at his/her own discretion, either proceed with said work immediately or after a suitable time limit specified in a notice to the Contractor. The cost of said work will be borne by the Contractor.

Article 51. Protection and Restoration of Property

The Contractor shall, at his/her own expense, preserve and protect from injury all property either public or private along and adjacent to the project, and s/he shall be responsible for and repair at his/her own expense any and all damage and injury thereto. S/he shall exercise special care during his/her operations to avoid injury to underground structures such as water or gas mains, pipes, conduits, manholes, catch basins, etc.

The Contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by furnishing and/or erecting suitable supports, props, shoring or other means of protection.

The Contractor shall comply with the provisions of Chapter 82, Section 40 of the Massachusetts General Laws and shall notify public utility companies in writing at least 48 hours before excavating in a public way. For the purpose of this Contract, this requirement for advance notice in writing shall apply to all utilities, both public and private, and shall apply to all locations at which construction is to be carried out.

Fire hydrants adjacent to the work at all times shall be readily accessible to fire apparatus and no material or other obstructions shall be placed within a radius of ten (10) feet of a fire hydrant.

The Contractor shall confine his/her movements and operations to the limits of the location; the area outside the scope of work shall not be disturbed.

Land monuments and property markers shall be carefully protected. If the Engineer deems it necessary to remove the same, the Contractor shall do so only after a Land Surveyor, registered in the Commonwealth of Massachusetts, has witnessed or otherwise referenced their location. When so directed by the Engineer, the Contractor shall authorize his/her designated registered Land Surveyor to return said monuments and property markers to their exact location.

The Contractor shall not injure or remove trees or shrubs without prior written approval of the Engineer. Trees and shrubs temporarily removed shall be replaced. If any such tree or shrub fails to survive transplanting, it shall be replaced by a tree or shrub of same species and similar size.

Article 52. Responsibility for Claims

The Contractor shall assume complete responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work. All injury or damage of whatever nature resulting from the work, or resulting to persons, property or the work during its progress, from any cause whatsoever, shall be the responsibility of and borne by the Contractor. S/he shall bear all losses resulting on account of the amount or character of the work, or on account of the weather elements or on account of other causes.

Damage to materials furnished by the Owner or damage to the Owner's property, either now existing or constructed under this Contract, and all loss or deterioration occurring prior to the final acceptance of the work, and resulting from the Contractor's operations, shall be replaced by the Contractor at no expense to the Owner.

The Contractor shall indemnify the Owner and the Consulting Engineer in accordance with provisions of last four paragraphs of Article 44, Section 2. Contractor's Public Liability and Property Damage Liability Insurance of these General Conditions.

Article 53. Contractor's Responsibility for the Work

Until its final acceptance by the Owner, the Contractor shall assume full charge and care of the work and s/he shall take every necessary precaution against injury or damage to the work by action of the elements, or from any cause whatsoever, whether arising from the execution or non-execution of the Contract. The Contractor shall bear all losses resulting to him/her on account of the amount or the character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements, or other causes.

The Contractor shall rebuild, repair, restore and make good at his/her own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before the completion and acceptance of the work by the Owner. Issuance of partial payment on any part of the work done shall not be construed as final acceptance of any work completed up to that time.

The Contractor shall reimburse the Owner for all expenses, losses, or damages, as determined by the Engineer, incurred by or in consequence of any defect, act, omission, neglect, or mistake of the Contractor, his/her

employees, or Subcontractors.

The Contractor will be held responsible for any and all claims for damage to underground structures such as water or gas mains, pipes, conduits manholes or catch basins, due to his/her operations or to the operations of any of his/her employees or Subcontractors.

Locations shown for existing underground pipes and utilities are approximate only, as determined from records, M-scope surveys and field observation. The Contractor shall have no claim if any utility or pipeline is not shown in correct location or is present but not mentioned in the Specifications. The Contractor shall be responsible for notifying utility owners in reasonable advance of his/her work and s/he shall request of the utility owner the staking out on the ground surface, of underground utilities and structures. The Contractor shall notify the Engineer of any refusal or failure to stake out utilities after reasonable notice, and the Engineer and the Contractor will jointly take reasonable action to determine the location of the utilities before the beginning of excavation.

Article 54 No Waiver of Legal Rights

Neither the inspection by the Owner nor any of its employees or agents, nor any order, measurement or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Engineer or Owner, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided. A waiver of any breach of the Contract is not a waiver of any other or subsequent breach. Any remedy provided in the Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy, herein provided; and the Owner shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of the Contract.

Article 55. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe the utmost care not to endanger life and property and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS - EXPLOSIVES," and shall be in the care of competent watchmen at all times. The method of storage and handling explosives and highly inflammable materials shall conform with all the State laws and regulations, as well as any local requirements.

The Contractor must comply with all requirements of State and local laws, rules and regulations, Officers, Authorities and Boards in using explosives. All necessary permits must be obtained by the Contractor from the proper Offices, Departments and Boards prior to such use of explosives. The Contractor shall give prior written notification of each day's contemplated use of explosives to the local Fire Department and Police Department.

Prior to blasting, the Contractor shall serve reasonable notice thereof to the operation official or company, or companies, leasing or owning pipes, conduits, poles, wires, etc., in danger of being injured by the blasting in order that a representative of said Owner or lessees may be present at the site, and s/he shall take proper precaution to prevent such injury by the use of sufficient signage. No blasting shall be attempted until sufficient warning has been given to all persons in the vicinity of the work.

The cost of additional bond or insurance, if any, required by the Owner and/or his/her agents, or by other duly authorized officials, shall be borne by the Contractor. No extra compensation will be paid the Contractor for the additional risk involved in blasting, for the additional cost of the extreme precautions required for safe blasting or for the additional cost of bonds or insurance required.

Article 56. OMITTED

Article 57. Temporary Use of Work

Any portion of the work which is in an acceptable condition for use may be opened for use as directed and such opening for use shall not be construed as an acceptance of the work, or part thereof, nor shall it act as a waiver of any of the provisions of these Specifications and the Contract. The Contractor shall make at his/her own expense any and all necessary repairs or renewals to the work due to said opening for use under instructions from the Engineer, as well as to defective materials and work, natural causes, to ordinary wear and tear or other-

wise, preceding completion and acceptance of the work. Completed sections of the work shall be maintained by the Contractor in an acceptable manner, until the final acceptance of the Contract. S/he shall not permit use of any portion of the work unless so authorized by the Engineer.

PROSECUTION AND PROGRESS

Article 58. Subletting or Assignment of Contract

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control, and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without the previous written consent of the Owner and shall not, either legally or equitably, assign any of the monies payable under this agreement, or his/her claim thereto, unless by and with the like consent of the Owner. S/he shall be responsible for the acts, omissions, neglect and mistakes of his/her Subcontractors, if any, and of all persons directly or indirectly employed by him/her or them in connection with the work.

For Contracts subject to the provisions of Section 39M of Chapter 30 and Sections 44A to 44L of Chapter 149 of the Massachusetts General Laws, the Contractor shall comply with the provisions of Section 179A of Chapter 149 of the General Laws, relative to preference to citizens.

Article 59. Schedule of Operations

Before commencing work, the Contractor shall submit a schedule of operations for approval by the Engineer. The schedule shall show the methods and order of operations that the Contractor proposes to use. Said schedule shall establish separable portions of the work although other items of work may also be considered "separable portions" of the work. Time for completion of each separable portion shall become an essential part of the Contract and shall be enforceable pursuant to the provisions of Articles 60, 61, 62 and 64. The approval of the schedule by the Engineer shall not be construed as relieving the Contractor from any responsibility.

Article 60. Prosecution of Work

The Contractor shall commence work within seven (7) calendar days after the execution of the Contract, or within such other period as the Engineer shall authorize in writing (approved by the Owner), at such points as the Engineer may direct, and s/he shall thereafter prosecute the work at such points and in such order as the Engineer may from time to time prescribe.

Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

It is the purpose of the Owner to complete the work in the shortest time possible and consistent with approved construction. To this end, Contractors will be required to use improved methods and equipment for doing the work and various parts thereof. All equipment shall be complete and well designed, and the organization shall be efficient and effective.

If, at the sole discretion of the Engineer, it is necessary at any time, the Contractor shall, when directed, employ such forces and equipment for one or more additional shifts as will be required to ensure the proper completion of the work. The Contractor shall provide and maintain sufficient lights for the safety of his/her construction forces and to ensure the proper construction, inspection and prosecution of the work, any lights necessary to protect the work or the public. The Contractor shall not receive any compensation therefore in addition to the Contract price.

The Contractor shall work diligently and steadily on the project. When ordered in writing by the Engineer, the Contractor shall resume work and/or increase personnel and equipment to accelerate progress. Failure of the Contractor to comply with said order within five (5) calendar days of receipt of same shall be considered as abandonment of the Contract. The Contractor shall not receive any compensation therefore in addition to the Contract price.

If the work is abandoned by the Contractor, the Owner may, without further notice and without in any way affecting the terms of the Contract, make such arrangements as deemed necessary and proper to complete the work. The Owner may either direct the bonding company to complete the work, may order the completion of the work with his/her own forces, or may employ another Contractor to complete the work.

Article 61. Delay in Commencing Work

The Owner may delay the commencing of the work, or any part thereof, if the Owner shall deem it best for its interests to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to an equivalent extension of time in which to complete the whole or any portion of the work required under the Contract. The Contractor shall have no claim for damages on account of any delay on the part of the Owner in performing or furnishing any work or materials to be performed or furnished by the said Owner in connection with the execution of the work covered by the Contract.

Article 62. Limitations of Operations

The Contractor shall so limit his/her operations and carry on his/her work in such a manner and sequence as to ensure the least possible interference with traffic and abutters. The Owner reserves the right to limit the prosecution of the work to such points and in such order as the Engineer may direct.

Article 63. Character of Workers

The Contractor shall employ only competent employees to do the work, and whenever the Engineer shall notify the Contractor in writing that any worker is, in his/her opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such worker shall be discharged from the work, and shall not again be employed on it except with the consent of the Engineer.

Article 64. Temporary Suspension of Work

The Engineer shall have the authority to suspend the work wholly or any part thereof, for such periods as s/he shall deem necessary because of unsuitable weather conditions, or failure to complete adjacent contracts, or to provide time for moving of utilities, or for such other causes as are considered unfavorable for the satisfactory prosecution of the work, or for such time as s/he may deem necessary due to the failure of the Contractor to carry out orders given or to perform any provision of the Contract. Upon receipt of written order from the Engineer, the Contractor shall immediately suspend work or such part thereof in accordance with the order. The work shall be resumed when conditions so warrant or deficiencies have been corrected and the conditions of the Contract satisfied as ordered or approved in writing by the Engineer. No work shall be suspended without the written permission of the Engineer. No allowance of any kind will be made for suspension of work by order of the Engineer, except for an extension of time equal to the period of suspension.

Pursuant to Section 390 of Chapter 30, every Contract subject to the provisions of Section 39M of Chapter 30 or subject to Section 44A of Chapter 149 of the Massachusetts General Laws shall be subject to the following provisions:

The Awarding Authority may order the General Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this Contract, the Awarding Authority shall make an adjustment in the Contract price for any increase in the cost of performance of this Contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the Contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

The General Contractor must submit the amount of a claim under provision (A) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

Article 65. Failure to Complete Work on Time

On or before the date stated in the proposal for completion, the whole work shall have been performed in accordance with the terms of the Contract. The time in which the various portions and the whole of the Contract are to be performed and the work is to be completed is an essential part of the Contract.

In case the work embraced in the Contract shall not have been completed by the time stipulated therein (according to the foregoing requirements) the Contractor shall reimburse to the Owner a sum of money equal to the amount that the Owner is required to spend as a result of the delay in completion of the work. This amount shall include all identifiable costs including but not limited to engineering, inspection, interest and financing costs, loss of Federal and/or State grants, and fines imposed by regulatory agencies.

The Engineer is to constitute an adjudicator in regard to this Article of the Contract. S/he is to determine the cost of loss suffered by the Owner as a result of the delay in completion of the work. In addition to expenses incurred by the Town resulting from the delay in completion of the work by the Substantial Completion date, the Contractor will be liable for liquidated damages in the amount of \$500.00 per calendar day for work not completed beyond the stated date for the completion of work, the Substantial Completion date. The date of Substantial Completion is **October 23, 2020**. Final project completion acceptance is May 2, 2021.

Whatever sum of money may become due and payable to the Owner by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the owner; and it is agreed that this Article is to be construed and treated both by the parties to the Contract and by all courts of law or equity, not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the Proposal, but as liquidated damages to compensate the said Owner for all damages actually suffered because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the Proposal.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Article 66. Annulment of Contract

If the Contractor shall be adjudged a bankrupt, or if s/he shall make a general assignment for the benefit of his/her creditors, or if a receiver of his/her property shall be appointed, or if the work to be done under the Contract shall be abandoned, as set forth in Article 60, or if the Contract or any part thereof shall be sublet without the previous written consent of the Owner (Article 57), or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Owner that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Owner may notify the Contractor to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work, or such part thereof as the Owner may designate, and the Owner may thereupon, by contract or otherwise as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion the Owner for itself or its agents may take possession of and use or cause to be used in the completion of the work or part thereof, any such materials, machinery, implements or tools of every description as may be found upon the site of said work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use, nor until removed by the Contractor after completion of the work. Unless so removed within fifteen (15) days after mailing of notice so to do, they may be sold at public auction, after publication of notice thereof at least twice in any newspaper published in the Town, and the proceeds credited to the Contractor's expense subject to a lien for the storage charges.

If the Engineer shall certify that the rate of progress is not satisfactory, the Owner may, instead of notifying the Contractor to discontinue all work or any part thereof, notify him/her from time to time to increase the force, equipment and plant, or any of them, employed on the whole or any part of the work, stating the amount of increase required; and unless s/he shall within five (5) calendar days after any such notice, increase his/her force, equipment and plant to the extent required therein, and maintain and employ the same from day to day until completion of the work or such part thereof or until the conditions as to the rate of progress shall, in the opinion of the Engineer, be fulfilled, the Owner may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Engineer, be necessary to ensure the completion of the work or such part thereof within the time specified, or at the earliest possible date thereafter, and the cost thereof is to be borne by the Contractor and his/her sureties, as directed. Neither the notice from the Owner to the Contractor to increase his/her force, equipment or plant, nor the employment of additional force, equipment or plant by the Owner shall be held to prevent a subsequent notice from the Owner to him/her to discontinue work under the provisions of the preceding portion of the Article.

All expenses charged under this Article shall be deducted and paid for by the Owner out of any monies then due or to become due the Contractor under the Contract, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor and/or his/her surety. In case the expenses so charged are less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor and his/her surety shall pay the amount of the excess to the Owner upon completion of the work, without further demand being made therefore.

Article 68. Scope of Payments

The Owner will pay and the Contractor shall receive and accept the compensation as herein provided, in full payment for the furnishing of all materials, labor, tools and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work and until its final acceptance by the Owner, and for all risks or every description connected with the prosecution of the work, also for all expenses incurred by, or in consequence of the suspension or discontinuance of the said prosecution of the work as herein specified, and for any infringement of patent, trade-mark or copyright, and for completing the work in an acceptable manner according to the Specifications. Compensation for actual quantities shall be based on unit pricing rates as submitted on the bid submission form of the awarded contractor.

The payment of any current estimate, or of any retained percentage shall in no way constitute an acknowledgment of the acceptance of the work or in no way or degree prejudice or affect the obligation of the Contractor, at his/her own cost and expense, to repair, correct, renew or replace any defects and imperfections in the construction of, or in the strength of, or quality of materials used in or about the construction of the work under Contract and its appurtenances, as well as all damages due or attributable to such defects; which defects, imperfections or damages shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections, or damages and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

The compensation provided herein is to include the cost of the ONE YEAR guarantee period as specified under Articles 27 and 75.

Article 69. Claims Against Contractors

The Contractor shall pay all bills for labor and materials contracted by him/her and for the rental of appliances and equipment hired by him/her for or on account of the work herein contemplated.

The Owner may keep any monies, which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages incurred by the Owner and determined as herein provided, and may retain, until all claims are settled, so much of the monies as the Owner shall be of opinion will be required to settle (1) all claims against the Owner and its officers and agents as specified in Article 52 and 53, and (2) all claims for labor performed or furnished, for materials used or employed in such construction or repair, including lumber so employed which is not incorporated in the construction or repair work and is not wholly or necessarily consumed or made so worthless as to lose its identity but only to the extent of its purchase price less its fair salvage value, and for the rental or hire of vehicles, shovels, excavating and backfilling equipment, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed.

If the monies retained under the Contract are insufficient to pay the sum due under the claims for labor and materials and for the rental of appliances and equipment filed as aforesaid, the Owner may, at its discretion, pay the same, and the Contractor shall repay to the Owner all sums so paid. The Owner may also, with the written consent of the Contractor, use any monies retained, due or to become due under the Contract, for the purposes of paying for labor and materials and for the rental of appliances and equipment for the work for which claims have not been filed as specified above. It is understood that the security required by Section 29 of Chapter 149 of the General Laws is obtained both by the bond accompanying the Contract and by the power of the Owner to retain and pay money under the provisions of this Article, but the release of one shall in no way impair or

discharge the other.

Pursuant to the provisions of Chapter 30 Section 39F of the Massachusetts General Laws, the following subparagraphs (A) through (I) included herein are binding between the General Contractor and each Subcontractor on every Contract awarded pursuant to Sections 44A through 44L inclusive of Chapter 149 of the Massachusetts General Laws and the sub-paragraphs (A) through (H) are binding between the General Contractor and each Subcontractor on every Contract awarded pursuant to Section 39M of Chapter 30 of the Massachusetts Laws.

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

Not later than the sixty-fifth day after each Subcontractor substantially completes his/her work in accordance with the Specifications, the entire balance due under the Subcontractor less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount of the General Contractor. The General Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

Each payment made by the Awarding Authority to the General Contractor pursuant to subparagraphs (A) and (B) of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the Once the engineer confirms completed scope of work, the Awarding Authority shall take reasonable steps to compel the General Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the General Contractor or which is to be included in a payment to the General Contractor for payment to the Subcontractor as provided in subparagraphs (A) and (B), the Awarding Authority shall act upon the demand as provided in this section.

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

- A. Once the engineer confirms scope of work completed, within fifteen days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the Subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the Subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (1) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (2) specified in any court proceedings barring such payment, or (3) disputed by the General Contractor in the sworn reply; provided, that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (D). The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.
- B. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part

- (3) of subparagraph (E) in an interest-bearing joint account in the names of the General Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Subcontractor and shall notify the General Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the General Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.
- C. All direct payments and all deductions from demands for direct payments deposited in an interest bearing account or accounts in a bank pursuant to subparagraph (F) shall be made out of amounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the General Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the General Contractor to the extent of such payment.
 - D. The Awarding Authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (F), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractor shall have a right in such deductions prior to any claims against such amounts by creditors of the General Contractor.
 - E. If the Subcontractor does not receive payment as provided in subparagraph (A) or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (A), the Subcontractor may demand direct payment by following the procedure in subparagraph (D) and the General Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the Awarding Authority shall proceed as provided in subparagraph (E), (F), (G) and (H).

Article 70. Payment for Increased or Decreased Quantities

An increase in quantities of work to be performed (as set forth in Articles 3, 22 and 23) will be paid for at the Contract unit price for the actual work done, in the same manner as if such work had been included in the original estimated quantities. No allowance will be made for anticipated profits involved in changes in quantities from those quantities originally estimated.

Changes involving extra work will be paid for according to the method stipulated in the extra work orders.

Article 71. Omitted Items

The Engineer may order omitted from the work any items or portions of the work found unnecessary to the improvement. Such omission shall not operate as a waiver of any condition of the Contract nor invalidate any of the provisions thereof, nor shall the Contractor have any claim for anticipated profit.

Article 72. Payment for Extra Work

Extra work will be paid for in accordance with the accepted and approved extra work orders according to procedures outlined in Articles 22 and 23.

The determination of the Engineer shall be final upon all questions pertaining to the amount and value of extra work performed.

In making any change contemplated, the charge or credit for the change shall be determined by the Owner in one of the following methods prior to the issuance of the order for the changed work:

The order shall fix the total lump sum cost of the change in the work as mutually agreed on between the Owner and the Contractor and shall set out such cost as the amount to be added to or deducted from the Contract amount by virtue of the change in the work. The cost as above shall include the Contractor's overhead and profit subject to a maximum limitation of fifteen (15) percent. In any change which involves a net credit to the Owner,

no allowance for overhead and profit shall be figured.

By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof. Unit prices refer to unit prices bid herein. In the event there are no unit prices in the Proposal that are applicable, the Owner and the Contractor may work out a mutually agreeable unit price. The Engineer shall determine whether or not the unit prices in the Proposal are applicable to the extra work under consideration.

By ordering the Contractor to proceed with the work and to keep and present in such forms as the Owner may direct, a correct account of the cost of the change together with all vouchers therefore. The cost may include a lump sum allowance (fixed fee) for profit and overhead of fifteen (15) percent. The Contractor's labor costs may be increased by the cost of the various health, welfare, and liability insurance s/he is required to carry. The Contractor's total actual cost may be increased by the cost of his/her Performance Bond.

In figuring changes, the instructions for measurement of quantities set forth in the General Conditions and Special Provisions shall be followed insofar as possible. Items such as shovels, picks, small tools, manual equipment, melting pots, etc. shall be considered as part of the Contractor's overhead.

For machinery, trucks and equipment, a standard rental allowance shall be charged. A reasonable rental allowance determined by the Engineer based on published rates and reasonable rental periods shall be used. If a piece of equipment used on extra work for a short period of time (hours or days) is on the job, or has previously been rented for a long period of time (months) then the long-term rental rate shall be used in determining costs.

In the case of any extra work ordered by the Owner and completed by a Subcontractor on the project, the General Contractor will be allowed to increase the Subcontractor's cost to him/her by 5% to cover bookkeeping costs, overhead, etc. In determining costs, the Subcontractor is to use one of the three methods described herein above, as directed by the Engineer.

Article 73. Partial Payments

For unit price Contracts, the Engineer shall, once in each month, make an estimate in writing of the total value of the work completed to the time of such estimate.

During the last week of each month for the duration of the Contract, the Contractor shall submit to the Engineer for review and comment a draft of each partial payment request. The Engineer shall promptly review and return the payment request with appropriate notations to the Contractor for correction and re-submission.

The Owner shall retain a fixed percentage of each monthly estimate as part security for the fulfillment of the Contract by the Contractor. The maximum retainage shall be 5% or any other amount as defined in MGL. The Owner may at its sole option reduce retainage as it deems this to be prudent.

The Owner shall pay monthly to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provision of this Contract.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his/her judgment the total value of the work done since the last estimate amounts to less than three hundred (\$300) dollars.

It is the intention of this Article of the Specifications to control the delivery of materials and equipment to the project so that materials and equipment are available when required but not unreasonably in advance of the time required.

Major process equipment must be suitably stored in order to be included in the periodic payments. Suitably stored shall mean storage in a dry, watertight, heated and insured commercial warehouse facility approved by the Engineer in writing. All drive motors shall be equipped with thermostatically controlled strip heaters. The Owner assumes no responsibility for physical damage to the equipment, corrosion, damage to motors due to condensation or any other factors which render equipment defective.

Partial payment requests for so-called "engineering costs" by equipment manufacturers shall not be honored by the Owner. All such costs shall be distributed proportionately among the various items of equipment/hardware to be furnished.

For Contracts awarded under Sections 44A to 44L of Chapter 149, the following paragraph is included pursuant to the provisions of Section 39K, Chapter 30 of the Massachusetts General Laws:

Within fifteen days (twenty-four days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, 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 sixty-five days after (A) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the Awarding Authority, less than one percent of the original Contract price, or (B) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Section 39F, 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 39F. If the Awarding Authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any interest paid in accordance with the amount due each Subcontractor.

Partial payments shall not be construed as acceptance of title.

The Owner may increase the retained percentage as security for claims or costs incurred under Articles 60, 64, 65 and 68, or any other section of the Contract.

Article 74. Acceptance and Final Payment

Final payment shall be made pursuant to the provisions of M.G.L. Chapter 30, Section 39G or 39K, as applicable.

For unit price Contracts, the Engineer shall, as soon as practicable after the satisfactory completion of the final inspection report (Article 38), make a final estimate of the value of work constructed. This final estimate shall contain all final quantities for all items of the Contract and for all extra work authorized. This final estimate shall be submitted to the Contractor for certification.

For lump sum Contracts, the Contractor shall submit to the Engineer for review and comment a draft of the final payment request, including claims for all extra work authorized. Upon approval by the Engineer, the final payment request shall be certified by the Contractor.

The Owner shall, upon approval of the final estimate certified by the Engineer and the Contractor, issue a semi-final partial payment providing for payment of all amounts due less the percentage retainage and any amounts due the Owner.

All prior estimates and payments shall be subject to correction at the time of preparation of the final estimate.

Article 75. Guarantee Period

The Contractor shall guarantee all work under this Contract for a period of ONE YEAR from the date of the final inspection report, unless otherwise specified. The cost of the guarantee is to be included by the Contractor in his/her proposal form Contract and no additional payment will be provided.

The guarantee shall cover and include all workmanship, materials, equipment, and performance, and all

combinations thereof required in the work under the Contract. Any and all defects and/or deficiencies which become evident during the guarantee period shall be corrected, repaired, replaced, or otherwise remedied to the satisfaction of the Owner and Engineer at no cost of any nature to the Owner or Engineer.

Article 76. Covid-19 Responsibilities of the Contractor

Per Bid Submission Form, Base Bid and Bid Alternates the 'Sector Specific Workplace Safety Standards for Construction Sites to Address Covid-19' per lump sum amount, the contract will require the awarded contractor to supply and provide enforcement during the entire construction process (commencement through project completion) to include the following:

1. All PPE (Personal Protective Equipment supply.
2. All disinfectants and sanitizers supply.
3. All sanitization and sanitization process.
4. Supply of all wash stations.
5. Per the Commonwealth of Massachusetts 'Workplace Safety Standards for Construction Sites to Address Covid-19', comply with the awarded contractor's responsibilities as outlined in Section A.- Enforcement and Oversight; Section B- Employee Health Protection; and Section D- Worker Infection Protocol.

Commonwealth of Massachusetts 'Workplace Safety Standards for Construction Sites to Address Covid-19' customized per Town of Longmeadow Project:

A. Enforcement and Oversight

- The awarded contractor shall supply and designate their own site-specific COVID-19 Officer (who may also be the Health and Safety Officer) shall be designated for every site except as provided below for construction and remodeling in 1-3 family residences
- The awarded contractor's site-specific project COVID-19 Officer shall submit a written daily report to the Owner's Representative. The COVID-19 Officer shall certify that the contractor and all subcontractors are in full compliance with sections B to D, inclusive (the "COVID-19 Construction Safety Guidance")
- For large, complicated construction projects a city or town may additionally require the awarded contractor to develop and submit a site-specific risk analysis and enhanced COVID-19 safety plan, which may include additional requirements to address risks specific to the project or type of project. The city or town shall review and approve such plan and may require such projects to pause construction until such a risk analysis and plan is submitted and approved. Once such an enhanced COVID-19 safety plan is approved, a violation of the plan shall be treated the same as a violation of the COVID-19 Construction Safety Guidance
- The awarded contractor of the project is required to notify the municipality where the work is taking place whenever a site is shut down or of any violations of the COVID-19 Construction Safety Guidance and the resulting corrective action plan, as well as to provide copies of the COVID-19 Officer's written daily reports upon request. While the awarded contractor has the lead responsibility for enforcement, cities and towns retain the authority to take enforcement action against public projects found not in compliance with the COVID-19 Construction Safety Guidance, including the authority to order the project to shut down until a corrective action plan is developed, approved and implemented.
- Cities and towns are authorized to enforce the COVID-19 Construction Safety Guidance using their public health staff, building inspectors or any other appropriate official or contractor.
- Cities and towns may enforce the safety and distance protocols including, if multiple violations are found, requiring the Owner and / or awarded contractor to safely secure the site and pause construction activities until a corrective action plan is prepared, submitted and approved by the city or town.
- The city or town may require the awarded contractor of a large, complicated private project to pay for an independent, third party inspector or inspection firm (or to pay into a pool to pay for such inspections). The third party inspector shall be accountable solely to the city or town and shall be responsible for enforcement on behalf of the city or town. A city or town may require private projects to pause

construction until such a third-party inspector has been secured

B. Employee Health Protection – ZERO Tolerance

The awarded contractor to enforce with their employees and sub-contractors.

ZERO TOLERANCE FOR SICK WORKERS REPORTING TO WORK. IF YOU ARE SICK, STAY HOME! IF YOU FEEL SICK, GO HOME! IF YOU SEE SOMEONE SICK, SEND THEM HOME!

If you are exhibiting any of the symptoms below, you are to report this to your supervisor (via phone, text or email) right away, and head home from the job site or stay home if already there

If you notice a co-worker showing signs or complaining about such symptoms, he or she should be directed to their supervisor (via phone, text or email) and asked to leave the project site immediately

COVID-19 Typical Symptoms:

- Fever
- Cough
- Shortness of Breath
- Sore Throat

Self-certify prior to shift

Prior to starting a shift, each employee will self-certify to their supervisor that they:

- Have no signs of a fever or a measured temperature above 100.3 degrees or greater, a cough or trouble breathing within the past 24 hours
- Have not had "close contact" with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for about 15 minutes, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic
- Have not been asked to self-isolate or quarantine by their doctor or a local public health officials.
- Employees exhibiting symptoms or unable to self-certify should be directed to leave the work site and seek medical attention and applicable testing by their health care provider. They are not to return to the work site until cleared by a medical professional

General On-the-Job Guidance to Prevent Exposure & Limit the Transmission of the Virus. Maintained and enforced by the awarded contractor.

- No handshaking
- Wash hands often with soap for at least 20 seconds or use an alcohol-based hand sanitizer with at least 60% ethanol or 70% isopropanol
- Each jobsite should develop cleaning and decontamination procedures that are posted and shared. These Procedures must cover all areas including trailers, gates, equipment, vehicles, etc. and shall be posted at all entry points to the sites, and throughout the project site.

- A "No Congregation" policy is in effect, individuals must implement social distancing by maintaining a minimum distance of 6-feet from other individuals
- Avoid face to face meetings – critical situations requiring in-person discussion must follow social distancing
- Conduct all meetings via conference calls, if possible. Do not convene meetings of more than 10 people. Recommend use of cell phones, texting, web meeting sites and conference calls for project discussion
- All individual work crew meetings / tailgate talks should be held outside and follow social distancing
- Please keep all crews a minimum of 6 feet apart at all times to eliminate the potential of cross contamination
- At each job briefing / tool box talk, employees are asked if they are experiencing any symptoms, and are sent home if they are
- Each jobsite should have laminated COVID-19 safety guidelines and handwashing instructions supplied and posted by the awarded contractor.
- All restroom facilities / porta-potties should be cleaned and handwashing stations must be provided with soap, hand sanitizer and paper towels
- All surfaces should be regularly cleaned, including surfaces, door handles, laptops, etc.
- All common areas and meeting areas are to be regularly cleaned and disinfected at least once a day but preferably twice a day
- Be sure to use your own water bottle, and do not share
- To avoid external contamination, we recommend everyone bring food from home
- Please maintain Social Distancing separation during breaks and lunch
- Cover coughing or sneezing with a tissue, then throw the tissue in the trash and wash hands, if no tissue is available then cough into your elbow
- Avoid touching eyes, nose, and mouth with your hands
- To avoid sharing germs, please clean up after Yourself. DO NOT make others responsible for moving, unpacking and packing up your personal belongings
- If you or a family member is feeling ill, stay home!

Work Site Risk Prevention Practices to be provided and maintained by the awarded contractor:

- At the start of each shift, confirm with all employees that they are healthy
- We will have a 100% glove policy from today going forward. All construction workers will be required to wear cut-resistant gloves or the equivalent
- Use of eye protection (safety goggles / face shields) is recommended
- In work conditions where required social distancing is impossible to achieve affected employees shall be supplied PPE including as appropriate a standard face mask, gloves, and eye protection
- All employees should drive to work site / parking area in a single occupant vehicle. Contractors / State staff should not ride together in the same vehicle
- When entering a machine or vehicle which you are not sure you were the last person to enter, make sure that you wipe down the interior and door handles with disinfectant prior to entry
- In instances where it is possible, workers should maintain separation of 6 feet from each other per CDC guidelines

- Multi person activities will be limited where feasible (two person lifting activities)
- Large gathering places on the site such as shacks and break areas will be eliminated and instead small break areas will be used with seating limited to ensure social distancing.
- Contact the cleaning person for your office trailer or office space and ensure they have proper COVID- 19 sanitation processes. Increase their cleaning visits to daily
- Clean all high contact surfaces a minimum of twice a day in order to minimize the spread of germs in areas that people touch frequently. This includes but is not limited to desks, laptops and vehicles

Wash Stations to be provided and maintained by the awarded contractor:

All site-specific projects with outside construction sites without ready access to an indoor bathroom MUST install Wash Stations.

- Install hand wash stations with hot water, if possible, and soap at fire hydrants or other water sources to be used for frequent handwashing for all onsite employees
- All onsite workers must help to maintain and keep stations clean
- If a worker notices soap or towels are running low or out, immediately notify supervisors
- Garbage barrels will be placed next to the hand wash station for disposal of tissues / towels

Do all you can to maintain your good health by: getting adequate sleep; eating a balanced, healthy diet, avoid alcohol; and consume plenty of fluids.

Please Note: This document is not intended to replace any formalized procedures currently in place with the General Contractor.

Where these guidance does not meet or exceed the standards put forth by the General Contractor, everyone shall abide by the most stringent procedure available.

A site-specific COVID-19 Officer (who may also be the Health and Safety Officer) shall be designated for every site.

The Contractor's site specific project COVID-19 Officer shall submit a written daily report to the Owner's Representative of the Town. The COVID-19 Officer shall certify that the contractor and all subcontractors are in full compliance with these guidelines.

Any issue of non-compliance with these guidelines shall be a basis for the suspension of work. The contractor will be required to submit a corrective action plan detailing each issue of non-conformance and a plan to rectify the issue(s). The contractor will not be allowed to resume work until the plan is approved by the Owner. Any additional issues of non-conformance may be subject to action against the contractor's prequalification and certification status.

Limiting Exposures

Workers should follow the General On-the-Job Guidance to Prevent Exposure & Limit the Transmission of the Virus of the COVID-19 Employee Health, protection, guidance and prevention guide.

In addition, Contractors should advise workers of best practice to limit exposures off the construction site.

When leaving a construction site for breaks, lunch, or other reasons are required to wash hands with soap for at least 20 seconds or use an alcohol-based hand sanitizer with at least 60% ethanol or 70% isopropanol before leaving the site and must maintain social distancing and wear face coverings if traveling to other locations off the construction site. Frequent use of handwashing or alcohol-based hand sanitizers should be encouraged and handwashing facilities and / or alcohol-based hand sanitizers should be made readily available at work sites.

C. Deleted Section
(omitted)

D. Worker Infection Protocol

As stated above, there is a zero tolerance for sick workers reporting to work. Employees should be instructed that even those with mild symptoms of respiratory infection (cough, shortness of breath, sore throat) or fever should stay off work. Contractors shall take immediate steps to limit infections at the job site in the event that a worker discovered to have tested positive for COVID-19 or has COVID-19 related symptoms.

Although it is understood that contractors are enforcing Work Site Risk Prevention Practices including social distancing rules and use of PPE, consistent with guidelines it is also recognized that there may be occasions where someone who has tested positive for COVID-19 or who has COVID-19 symptoms has been present in a work area.

Prompt identification and isolation of potentially infectious individuals is a critical step in protecting workers, vendors, visitors, and others at a worksite.

Identification of Exposure

The Contractor shall direct workers with COVID-19 related symptoms to leave the jobsite immediately and contact their healthcare provider. The Massachusetts Department of Health (DPH) or a local board of health will make appropriate notifications to those who had direct prolonged contact with the COVID-19 positive workers.

The Contractor shall work with the local board of health to identify any potential job site exposures, including:

- Other workers, vendors, inspectors, or visitors to the work site with close contact to the individual
 - Work areas such as supply cabinets and designated work stations or rooms
 - Work tools and equipment
 - Common areas such as break rooms and tables, vending machines, and sanitary facilities

Notification and Quarantine Requirements

As provided by law, the identity of the worker must be kept confidential

Upon learning of an infection, the contractor must immediately notify the designated COVID-19 safety officer, the site safety officer, and the owner

Sanitation Requirements

After a worker with COVID-19 related symptoms has been asked to leave the job site, the contractor shall take immediate steps to sanitize common areas and direct work places. This includes all on-site bathrooms facilities, any break facilities, and any other common areas on the job site that may have been in close contact with the infected worker.

Sanitation will be conducted with personnel, equipment, and material approved for COVID-19 sanitization.

Identified areas should remain isolated from workers until sanitation process has been completed and area is deemed safe for use.

Returning to Work

All impacted workers should follow CDC and DPH recommended steps concerning return to work. Workers who are considered close contacts to a COVID-19 case by public health authorities should not return for 14 days and are subject quarantine by public health.

Workers who leave during the work day due to COVID-19 symptoms and develop COVID-19 as confirmed by laboratory testing or diagnosis by a healthcare provider shall not return to the site until either released from isolation by healthcare provider or public health official.

In All Cases

- Keep all employee names confidential as required by law
- Other employees may be sent home while a workspace is being cleaned but will return to work after cleaning unless advised otherwise by a health care provider
- Other employees should be asked to contact their health provider if they have any questions
- Remind other employees to continue to practice proper sanitation and monitor for flu like symptoms

DATES:

Deadline for questions: Must be received no less than 120 hours (5 days) before the bid deadline.

Email questions and inquiries to: cthompson@longmeadow.org

Bid Deadline per Legal Notice:	Thursday, August 20, 2020 at 2:00PM
Remote bid opening through zoom.com:	Thursday, August 20, 2020 at 2:30PM
Substantial Completion	Friday, October 23, 2020
Final Project Acceptance	Monday, May 3, 2021

***** END OF GENERAL CONDITIONS SECTION *****

SECTION B
SPECIFICATIONS

SUBSECTION B-1

SPECIFICATION

WOLF SWAMP PARK- RENOVATION OF THE ATHLETIC FIELDS
LONGMEADOW, MA

SECTION 01 10 00
SUMMARY

PART 1 - GENERAL

1.1 CONTRACT REFERENCES

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby made a part of this section of the specifications.
- B. All references to the "Standard Specifications" refer to the Commonwealth of Massachusetts Department of Transportation Standard Specifications, 2020 Edition.

1.2 REQUIREMENTS INCLUDED:

ARTICLE.....	PAGE NUMBER
1.1 CONTRACT REFERENCES.....	1
1.2 REQUIREMENTS INCLUDED:	1
1.3 EXAMINATION OF THE SITE AND CONTRACT DOCUMENTS:	1
1.4 WORK UNDER THIS CONTRACT	2
1.5 COMPLETION OF WORK.....	5
1.6 WORK SEQUENCE	5
1.7 CONTRACTOR USE OF PREMISES	5
1.8 OWNER OCCUPANCY	6
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1.3 EXAMINATION OF THE SITE AND CONTRACT DOCUMENTS:

- 1. Each General Bidder shall visit the site of the proposed work and shall fully acquaint himself with the conditions as they exist so that he may fully understand and evaluate the facilities, difficulties and restrictions attending the execution of the work under this Contract.

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2. All work of this contract shall be coordinated through the Owner.
3. The Designers on the project include:
 - a. Irrigation Design: Irrigation Consulting, Inc. (Brian Vinchesi) Tel: (978) 433-8972
 - b. Landscape Arch.: Milone & MacBroom, Inc. (John Hammer) Tel: (413) 241-6920
4. Bidders shall thoroughly examine and be familiar with the Drawings and Specifications. Each General Bidder shall include in his bid any work required in connection with the same that has to be done by trades under his direct control.
5. Plans, surveys, measurements, calculations, estimates, and statements as to the conditions under which the work is to be performed are believed to be correct. Each bidder must satisfy himself by his own investigation and research to conditions affecting the work to be done and labor and material needed and make his bid in reliance thereon.
6. Before ordering any material or doing any work, all measurements shall be verified by the General Contractor at the site. No extra charge or compensation will be allowed on account of the difference between actual dimensions and the measurements indicated on the Drawings. Any difference which may be found shall be submitted to the Designer for consideration before proceeding with the work.
7. The failure or omission of any bidder to receive or examine any form, instrument or document, or to visit the site and acquaint themselves with the conditions there existing, shall in no way relieve any bidder from any obligation with respect to his bid.

1.4 WORK UNDER THIS CONTRACT

- A. Providing a copy of the weekly SWPPP reports to the Longmeadow conservation commission.
- B. Implementing a Site Specific Health and Safety Program that includes developing a written Site-specific Health and Safety Plan and a Soil Management Plan.
- C. The work of this contract includes all labor, material and equipment necessary to perform the work as indicated on the contract documents and as specified herein including but not limited to the items within article 1.4.
- D. A drone flight of the property prior to commencing work and a post construction drone flight, provide photos and video as a submittal.
- E. Temporary chain link fence closing off the site, and temporary gates for access.
- F. Sediment and erosion controls
- G. Gravel Construction Access for anti-tracking
- H. Maintenance of the facility during the period of time the contractor is under contract.
- I. Restoration of adjacent disturbed areas due to construction with improvements consistent with those being made on the remainder of the site.
 1. Disturbed lawn shall be refurbished to establish a stand of grass meeting the plans and specifications.

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2. Damaged asphalt, concrete, and other surfaces shall be replaced per the jurisdictional standards
 3. Fencing shall be replaced in-kind
 4. Damaged trees shall be replaced per Owner requirements
- J. Relocating storage containers to locations on-site per owner directed locations to be determined.
- K. Removal of:
1. Tree Stumps, Clearing, & Grubbing, Root Pruning
 2. Any items within the work area preventing implementation of the proposed plans and unspecified or without specific plan notation with the owner's approval. The removals plan is to assist with the intent of the project and doesn't necessarily include every item to be removed.
 3. Fence and backstops
- L. Mechanical tilling of existing stand of grass in areas of earthwork
- M. Earthwork
1. All soil is to remain on-site
 2. Stockpiling and measuring in cubic yards, topsoil found at or below proposed subgrade of which the excess not required for the project shall be relocated on-site by the contractor to a location per the owner to be determined.
 3. Excavation for establishing subgrade
 4. Trenching for perforated pipe systems, structures, backfill, and related work.
 5. Surveying subgrade and submittal per the contract documents
- N. Furnishing and installing surfaces
1. Millings Parking – Contractor to excavate and provide Gravel Borrow Base. Material from the current parking areas to be removed will be stockpiled and used in new parking areas. Gravel Borrow is required, when that material runs out. Millings will be provided by the owner.
 2. Concrete sidewalk
 3. Stonedust paths
 4. Ball diamond infields - New England Specialty Soils, Native Plus Infield Mix
- O. Furnish and install vehicular access control and markings
1. Concrete wheel stops
 2. Timber guardrail
 3. Maintenance access gates

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4. Signs, signposts, and footings
5. Painted lines
- P. Furnish and install ball diamonds
 1. Field monumentation
 2. Bonded and fused chain link fence and backstops, black color
 3. Fence toppers for player protection when adjacent to playing fields
 4. Foul Poles, 2 per field
 5. Player benches – aluminum, 20'
 6. Base pads
 7. Painted lines
- Q. Furnish and install multi-purpose field
 1. Field monumentation
 2. Ball safety netting
 3. Bonded and fused chain link fence and backstops, black color
 4. Fence toppers for player protection when adjacent to playing fields
- R. Furnish and install landscape
 1. Trees and mulch rings, 4' diameter unless shown otherwise
 2. Boulders
- S. Drainage
 1. The intent of the drainage system is to penetrate the hardpan layer and allow the surface water to enter the underdrain system and recharge ground water which is sand beneath the hard pan layer
 2. Excavation and trenching
 3. Underdrain system including geotextile fabric, perforated 8" high density polyethylene plastic pipe, stone blanket, and backfill
 4. Concrete Drywells
- T. Amending, placing, and fine grading topsoil for seed
- U. Seeding
- V. Electric Vehicle Charging Stations - Furnish and install conduit for future Electric Vehicle Charging Stations from building to parking spaces designated as future EV Spaces, (2) 4" PVC conduit from the building to the parking spaces shown on the plans.
- W. Irrigation

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1. Electrical, plumbing, excavation, backfilling, furnishing and install all materials per the plans and specifications with connection to existing service including all equipment, materials, labor, and associated work.
 2. Cisterns, pumps, fertigation system
 - a. The system will be provided full and prepared for the first treatment after hand over to the Town with training per close out.
- 1.5 COMPLETION OF WORK
- A. Start and completion dates:
1. Start Date shall be within 5 business days of the notice to proceed, unless otherwise agreed or specified.
 2. Substantial Completion shall be: As specified in procurement documents
 3. Final acceptance date shall be: As specified in procurement documents
- 1.6 WORK SEQUENCE
- A. The Contractor shall arrange all his work schedules within the hours of 7:00 a.m. to 6:00 p.m. during the regular work week. Work must be scheduled and performed in such a manner as to not interfere with activities outside of the cordoned off area. Contractors are not entitled to additional funds due to work of other contractors or Town operations.
- B. Work requiring the presence of Facilities personnel on nights, Sundays, or holidays will not be permitted except in case of emergency, or when approved in writing by the Owner. After hours work requiring the assistance of Facilities personnel may result in back charges to the Contractor. Any work to be performed on Saturdays will require the prior approval of the Owner.
- C. For the duration of the project the Owner's Project Manager, representing the Town of Longmeadow will be the Department of Parks and Recreation, Bari Jarvis, and the Landscape Architect from Milone & MacBroom, Inc. - John Hammer.
- 1.7 CONTRACTOR USE OF PREMISES
- A. Contract limits of construction shall be confined to the areas identified for work as shown on the contract plans.
- B. Confine apparatus, storage of materials and construction operations to areas agreed to by the Owner.
- C. The Contractor and his employees are prohibited from entering, using or being in any Owner building except for authorized business.
- D. The Owner can neither accept nor assume responsibility for the security of the Contractor's material or equipment; which is lost, stolen or vandalized. The Contractor is advised to exert caution in placement and storage of his equipment and material.

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- E. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the operations of the Owner, the Owner's employees, and emergency vehicles at all times. Be sure to keep these areas clean and free of dirt and sediment and employ personnel to clean all dirt tracked out of the worksite. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- F. Parking: The Contractor shall coordinate his/her parking and staging area requirements during the Pre-construction Meeting. The area(s) for materials storage will then be agreed to between the Contractor and the Owner. The limits of material storage will be delineated by the Contractor with temporary fence and enforced throughout the Contract. Areas not to be used for storage include the areas under the "drip line" of trees, planting beds, and sidewalks. Install temporary chain link fencing around the drip line of trees and protect vegetation from construction damage
- G. The Contractor shall not permit smoking by employees on the project site.
- H. The Contractor shall not allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the work site.
- I. The Contractor shall provide and maintain in good serviceable condition at all times, warning signs and non-combustible barriers, forms and fire resistive tarps or plastic, each of which shall be approved by the Owner, shall be suitable for the purpose, and shall be installed adjacent to each work area, for complete enclosure and/or isolation of all excavations, wells, pits, manholes, shafts, overhead areas, etc., which are associated with the work under the contract. Barriers shall be a secure fence, guardrail, cover, or similar assembly designed and erected to provide protection for concrete, protection from the weather, and to prevent accidental through access. Barrier tape and/or sawhorses shall not be used as a means of such access protection.

1.8 OWNER OCCUPANCY

- A. The Owner will not occupy the construction area.

1.9 REFERENCE STANDARDS

- A. For products specified by association or trade standard, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
 - 1. The date of the standard is that in effect as of the bid date, except when a specific date is specified.
 - 2. Obtain copies of standards when required by Contract Documents. Maintain copy at job-site during progress of the specific work.

1.10 PRE-CONSTRUCTION CONFERENCE

- A. In accordance with the CONTRACT AND GENERAL CONDITIONS, a pre-construction conference to review the work will be conducted by the Owner.

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1.11 PROJECT MEETINGS

- A. Project meetings shall be held at the discretion of the Owner.

1.12 PERMITS, INSPECTION, AND TESTING REQUIRED BY GOVERNING AUTHORITIES

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the General Contractor shall give the Designer and such Authority timely notice of its readiness so the Designer may observe such inspection and testing.
- B. Prior to the start of construction, the General Contractor shall acquire all permits required for the project.
- C. The General Contractor shall be required to keep a copy of the State Building Code (with latest amendments) at the job site at all times.

1.13 PROTECTION & REPAIR OF NEW AND EXISTING FACILITIES, SURFACES, & UTILITIES

- A. The Contractor shall be responsible for exercising necessary care to avoid damage to property.
- B. The Contractor's attention is called to the known existence of underground utility lines beneath any the Project areas that require excavation. For all excavation, staking or any other scarifying existing grade to a depth greater than 6 inches is required, the Contractor shall follow the standard DIG SAFE procedures as described in Massachusetts General Laws (CMR 82:Section 40).
 - 1. The Contractor shall pre-mark all areas to the full extent of proposed excavation(s) with white paint. Use florescent pink paint when snow cover is present. Maintain complete visibility of paint for entire DIG-SAFE period.
 - 2. After marking the site, notify the DIG SAFE office in Boston, MA @ 1-888-344-7233 and obtain a DIG SAFE Permit Confirmation Number.
 - 3. On the same day as the DIG-SAFE notification, the Contractor shall deliver a site plan indicating the Dig Safe Permit Confirmation Number and displaying all relevant areas and pre-marked limits of the proposed excavation(s).
 - 4. The Contractor may proceed with the proposed excavation(s) commencing seven (7) working days after submission of the site plan and Confirmation Number to the Dig Safe Coordinator.
- C. Existing utilities that are shown on the drawings or the locations of which is made known to the Contractor prior to excavation, shall be protected from damage during the excavation and backfilling operations, and if damaged shall be repaired by the Contractor at his own expense. Materials below existing utilities which are removed or disturbed during excavation operations shall be carefully replaced during backfilling and thoroughly compacted to prevent future settlement and damage to the utility. Utilities damaged due to the subsequent settlement of the backfill shall be repaired by or at the expense of the Contractor.
 - 1. The contractor shall protect the existing underground utilities as necessary to prevent damage from heavy equipment & machinery traffic throughout the site.

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- D. The repair, replacement, and/or restoration of any existing utility interfered with by the Contractor, shall be completed in accordance with the State Specifications for each phase of the work using experienced, competent labor, and new and unused materials meeting specifications and current codes.

1.14 SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS & PROCEDURES

- A. Contractor is notified of a Method 2/Method 3 Risk Characterization developed by Collaborative Risk Solutions, LLC of 36 Fairview Ave., Scituate, MA 02066. The contaminants of concern were identified to be the herbicides P,P-dichlorodiphenyldichloroethylene (DDD) and P,P-dichlorodiphenyltrichloroethane (DDT) in the soil. The risk characterization concludes that a condition of No Significant Risk of harm to safety exists at the Study Area (310 CMR 40.0960), although there are areas on the Site where pesticide concentrations may exceed MassDEP S-1 Standards in soil.
- B. Contractor shall develop a written Soil Management Plan to minimize worker and public exposure to identified contaminants of concern which shall include, at a minimum:
1. Control dust on the site with a watering truck or other approved means and methods provided in their Site-specific Health and Safety Plan.
 2. Manage all soils on-site; no off-site transport of soil.
- C. In addition to the Contract, General Conditions, and the requirement in 1.14(B), each General Contractor and subcontractor shall observe the following stipulations:
1. Perform all work in accordance with Federal, State, and Local Laws, Ordinances, rules, orders, regulations and codes, ensuring healthful and safe work conditions, in the work performed under the contract. As well as those regarding transporting, handling, storage, removal, and disposal of all flammable, regulated and or unregulated materials required for work under the contract and shall be responsible for all associated charges and /or fees. Massachusetts General Laws Chapters 30 and 149 stipulates that as of July 1, 2006 all contractors shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course coincident with the first certified payroll for each employee. This documentation shall be kept on file with the certified payroll files and a copy shall be kept on site with the Safety Manuals and available for inspection.
 2. Each Contractor/ subcontractor will be responsible to have a written Site-specific Health and Safety Program outlining measures they take to cover their operations and protect their employees in accordance with the pertinent requirements in OSHA 29 CFR 120 and considering the identified contaminants of concern in 1.14(A). Construction Projects will also have Site-specific Health and Safety Plan specific to their operations on site which address their plan of action for identified and potential environmental, health and safety issues that may arise. Maintain a written hazard communication program in accordance with OSHA 29CFR 1910.1200. Keep MATERIAL SAFETY DATA SHEETS (MSDS) on site and upon request provide MSDS sheets for materials used in the construction.
 3. Hazardous Waste Generation: Any work generating Hazardous or so-called Universal Wastes will comply with all requirements of 310 CMR 30.000. The proper storage, use and disposal of any hazardous chemicals or substances brought on site by the contractor are the responsibility of the Contractor. The Owner will not be responsible for any hazardous materials left on site, the cost to remove these materials will be the General