

SELECTMEN’S MEETING AGENDA*

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, November 20, 2017*

**As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

I. CALL TO ORDER

II. EXECUTIVE SESSION – Pursuant to M.G.L. c. 30A, §21(a)(6) to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body – Owners Unknown / Judah Eldredge property

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

A. Presentation of Recognition Plaque to Police Matron Patricia Scarnici

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Approve Minutes – November 6, 2017 Regular Meeting
- B. Approve request by Fire Department for tent fee waiver for Homeless for the Holidays fundraising event at Brooks Park
- C. Approve committee appointments:

James Joyce	Planning Board	Full Member
Meghan Mahieu	Board of Appeals	Alternate
Daniel Tworek	Board of Appeals	Alternate
Pam Groswald	Voter Information Comm.	Full Member
Anne Howe	Wastewater Support Comm.	Full Member
- D. Approve contract with Galaxy Integrated Technologies in the amount of \$143,195 for Security System at Public Safety Building and authorize Town Administrator to sign
- E. Approve application for Hawkers & Peddlers license for Pilgrim Lodge to sell Christmas trees and waive associated \$60 fee

VII. PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

- A. Annual Meetings with the Selectmen:
 - 1. Water Commissioners
 - 2. Community Preservation Committee

VIII. NEW BUSINESS

- A. Posting method for public meetings
- B. Request to change name of Harwich Disability Rights Committee to Harwich Accessibility Rights Committee
- C. Recommendation to appoint Mary Maslowski as the Housing Committee’s representative to the Community Preservation Committee
- D. Award of Saquatucket Landside contract and approval of contract amendment
- E. CPC/Capital Outlay recommendations by Town Administrator and general discussion on their priorities
- F. Selectmen’s proposed Holiday meeting schedule for Christmas and New Year’s
- G. Approve Holiday hours as recommended
- H. Community Center hours of operation for Holidays and Sundays
- I. Summary of Sewer Regulations

IX. OLD BUSINESS

A. Potential creation of back-up By-Law for time, place and manner for marijuana retail sales

X. TOWN ADMINISTRATOR’S REPORT

A. Departmental Weekly Reports

XI. SELECTMEN’S REPORT

A. Board of Selectmen meeting of November 27, 2017 - Cancelled

XII. ADJOURNMENT

**Per the Attorney General’s Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following “New Business.” If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen’s Office at 508-430-7513.*

Authorized Posting Officer:

Posted by: _____
Town Clerk

Ann Steidel, Admin. Secretary

Date: _____
November 16, 2017

Ann Steidel

From: Sandy Robinson
Sent: Monday, October 16, 2017 8:33 AM
To: Ann Steidel
Subject: FW: plaque request
Attachments: Harwich PD Patricia Scarnici plaque.pdf

*Sandra Robinson
Administrative Secretary
Selectmen/Administrator's Office
srobinson@town.harwich.ma.us
(508) 430-7513*

From: Deputy Chief Tom Gagnon
Sent: Friday, October 13, 2017 12:39 PM
To: Sandy Robinson <srobinson@town.harwich.ma.us>; Chief David J. Guillemette <dguillemette@harwichpolice.com>
Subject: Fwd: plaque request

Could you please place this item on the October 23rd selectmen's agenda. Please see attachment it is the awarding of a Plaque to a long time matron that has retired from our department

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: CCI Engraving <cciengraving@comcast.net>
Date: 10/2/17 09:52 (GMT-05:00)
To: Deputy Chief Tom Gagnon <tgagnon@harwichpolice.com>
Subject: RE: plaque request

Hi Tom,

Didn't change anything. Please let me know if proof OK or not.

Thank you,
Steve

From: Deputy Chief Tom Gagnon [<mailto:tgagnon@harwichpolice.com>]
Sent: Friday, September 29, 2017 9:05 AM
To: CCI Engraving (cciengraving@comcast.net)
Subject: plaque request

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, NOVEMBER 6, 2017
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Brown, Howell, Kavanagh, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Roman Greer, Carol Coppola, Arthur Bodin, John Stewart, Gerald Beltis, Clem Smith, Robert MacCready, Linda Cebula, and others.

Chairman MacAskill opened the meeting at 6:30 p.m.

WEEKLY BRIEFING

No one appeared before the Board.

PUBLIC COMMENTS/ANNOUNCEMENTS

No one appeared before the Board.

CONSENT AGENDA

- A. Approve Minutes – October 23, 2017 Regular Session
- B. Approve request by Monomoy Regional School district for fee waiver for sign permit
- C. Approve recommendation by Town Administrator on The Port Bar & Restaurant license violations
- D. Approve and sign contract with Forte Landscaping & Construction Company for Playground Equipment Supply and Installation at Brooks Park in the amount of \$69,995
- E. Accept resignation of Robin Titus from Youth Services Committee

Chairman MacAskill noted that they would be holding Item D. Mr. Ballantine moved approval of the balance of the Consent Agenda. Ms. Brown seconded the motion and the motion carried by a unanimous vote. With regard to Item D, Chairman MacAskill stated that all the contract documents outlined in Article 4 of the agreement are not in the packet. Mr. Clark stated that we are in the process of changing over to the new contract forms so we will use that form. The Board agreed to bring Item D back next week.

PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

- A. Public Hearing – Application by Blue Stripe LLC d/b/a Cape Sea Grille for Annual Common Victualler, Wine & Malt Beverages License, Jennifer Ramler – Manager

Mr. Ballantine read the hearing notice into record. Mr. Alvan Ramler, father of the applicant Douglas Ramler, read the following statement from Douglas and Jennifer Ramler:

We would like to apologize that we are not able to be in attendance for this evening's meeting and are honored to have our father, Alvan Ramler, speak on our behalf.

We are applying for an Annual, Common Victualler, Wine & Malt Beverages License for our restaurant, Blue Stripe LLC dba Cape Sea Grille. We have held a Seasonal, Common Victualler, All Alcohol License for 16 years without incident. We would like to extend our operating season to 12 months. Currently our All Alcohol License expires on January 15th and we are very comfortable with serving only Wine and Malt Beverages until April 1st, when our All Alcohol License is in effect again. We have plenty of locked storage in which the alcohol will be kept during the time it is not permitted to be sold on-premises.

We are looking forward to having the opportunity to be a "Year Round" restaurant in Harwich and feel that with our loyal following, we will be successful. Also, we would like to be considered and put on a waiting list for an Annual, Common Victualler, All Alcohol License if and when one becomes available. Thank you for your time and consideration.

Mr. Ballantine suggested petitioning the State, as we had done in the past, for additional Annual, All Alcohol licenses and Ms. Brown and Mr. Howell agreed that it was a good idea.

Ms. Kavanagh moved to approve the application by Blue Stripe LLC d/b/a Cape Sea Grille for an Annual, Common Victualler, Wine & Malt Beverages License, Jennifer Ramler – Manager. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

B. Annual Meetings with the Selectmen:

1. Traffic Safety Committee

Mr. Beltis, Chair, provided the annual report of the Traffic Safety Committee and took questions and comments from the Board.

2. Housing Authority

Mr. Stewart, Chair, provided the annual report of the Housing Authority and took questions and comments from the Board.

3. Harwich Housing Committee

Mr. Bodin, Chair, provided the annual report of the Harwich Housing Committee and took questions and comments from the Board. Chairman MacAskill said he would bring back an agenda item to discuss the charge of the committee.

NEW BUSINESS

A. Golf Fees and Rates for 2018

Chairman MacAskill stated that he pulled this item from the agenda as the hearing wasn't advertised for the appropriate amount of time.

B. Free Cash certification

Ms. Coppola reported that they closed the year on October 23 at which time a representative from the Department of Revenue was here to review all of our financial records and to set preliminary free cash which was certified the following day at \$3,576,156.00. She reported that \$1,300,000 is from excess revenue, unexpended appropriations was \$1,600,000, receivable balances were lower than they were in the prior year which added \$100,000, there was \$20,000 remaining from the previous year's free cash, and there was overlay surplus so the Board of Assessors met and determined that they could release \$25,000. She noted that she has closed out some old balances in special revenue funds and that added \$240,000 to free cash and some of these date back 7-10 years. She said she would provide the information on the Water Fund in an email to the Board. She noted that they worked very hard to pull all the CPC funds out of the General Fund. The Board and Mr. Clark thanked Ms. Coppola for her efforts. Mr. Howell recommended having this as an agenda item as there is some rumor as to what the amount and allocations are for the CPC funds.

C. Board of Selectmen committee appointment & confirmation responsibilities and general discussion of committees

Chairman MacAskill said he has heard rumors multiple times in the last month that the Board of Selectmen is holding up appointments. He stated that the Board has been talking for a couple of years about turnover on committees and getting new people involved. He explained the process which includes submitting a Citizens Activity Form and having an interview with the Interview Subcommittee who brings forward their recommendation to the full Board. He noted that if the Subcommittee doesn't bring someone forward, the full Board doesn't ask them why although it is public record as anyone can attend those meetings. He commented that it is insulting to hear that the Board of Selectmen is holding things back. He noted that the Board is following checks and balances so that we put people on committees without private agendas and people that fit on certain committees. He noted there has been discussion for over a year about disbanding the Trails Committee as well as merging them with the Bikeways Committee and he discussed the difficulty in managing the current 54 committees by a part-time Board. He explained that that Board asked him to speak to the Conservation Agent about the Trails Committee serving as volunteers under her and she agreed to that. He noted that he passed that on to the Vice-Chair because he wasn't going to be at the meeting but it had been discussed at two different meetings and then all the sudden it was a surprise that the Board disbanded the committee and was written up on one of the local sites, Harwich Old Timers, that the Board didn't do it correctly. He added that it is also in their rights to confirm or not confirm representatives to committees, such as the Housing Authority who picks somebody to be their representative on the CPC. He stressed that he would like to get a little bit of turnover on some of these committees.

At Mr. Howell's request, Chairman MacAskill said he would agenda an item on our posting method and noted that a lot of communities are going back to a bulletin board. Mr. Howell noted that the official posting method is the internet and the Town Clerk is secondary. He pointed out that the

Town Clerk is the keeper of records and she's at the gateway for this. The consensus of the Board was that Mr. Howell would draft a change to the policy.

TOWN ADMINISTRATOR'S REPORT

A. Capital Budget Summary update

Mr. Clark reported that he has allocated \$1.5 million of free cash to the capital budget, \$500,000 for snow and ice, \$250,000 for OPEB, \$125,000 for the Cultural Center operations, and \$850,000 for stabilization. He noted that he doesn't know whether the Monomoy assessment will be the same at this time. He also noted that he would be prioritizing Town CPC requests by category and would be presenting that to the Board.

He discussed the golf project which he stated includes reconfiguring the parking lot, taking down some of the old golf buildings, and putting up a new cart barn. He stated that in their zealously to get that project going and to make some progress on it, they did clear a little bit too much and went beyond the Order of Conditions by 276 square feet. He added that they did not get the site plan to the Planning Board in a timely fashion so he will work more closely with the Golf Director to shepherd this project through.

Mr. Clark said he thinks it makes sense to go ahead with the restaurant portion of the Saquatucket Landside project and he would like to more actively pursue that and bring something back. Chairman MacAskill said that he heard from Mr. Hart, former Chairman of the Saquatucket Landside Committee, and he has asked that the committee be reinstated to get us through the construction. He said he would be bringing that item back next week. Mr. Clark noted that the waterside project at Saquatucket is going well and he may ask the Harbormaster to come in and speak on it.

Chairman MacAskill said he would like to get an update on the sewer project next week.

B. Departmental Weekly Reports

There was no action or discussion on this item.

ADJOURNMENT

Mr. Ballantine moved to adjourn at 7:58 p.m. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

11-13-17

TO WHOM IT MAY CONCERN,

THE HARWICH FIRE DEPARTMENT
IS SPONSORING "HOMELESS FOR THE
HOLIDAYS" (A FUNDRAISER) AT BROOKS PARK.
THE DATE(S) OF THE EVENT ARE 12-6-17
TO 12-11-17.

WE ARE REQUESTING A WAIVER
FOR THE COST OF A PERMIT FEE PERTAINING
TO A TENT THAT WILL BE PITCHED AT
BROOKS PARK FOR THAT PERIOD OF TIME.

THANK YOU FOR YOUR CONSIDERATION.

BRIAN COUGHLIN
BRAD WILLIS

774-238-8145



Ann Steidel

From: Eric Beebe
Sent: Tuesday, November 14, 2017 8:23 AM
To: Ann Steidel
Cc: Lee Ames
Subject: RE: Use of Brooks Park

Hi Ann,

They are all set for those dates at Brooks.

Thanks,
Eric

From: Ann Steidel
Sent: Monday, November 13, 2017 10:24 AM
To: Eric Beebe
Subject: Use of Brooks Park

Hi Eric,

Can you please confirm that Homeless for the Holidays has permission to use Brooks Park again this year from December 6 to December 11th. Thanks –

Ann

*Ann Steidel
Administrative Secretary
Board of Selectmen/Town Administrator's Office
Town of Harwich
732 Main Street
Harwich, MA 02645
Phone 508-430-7513 x2
Fax 508-432-5039*

VACANCY INTERVIEWS – Thursday, November 16, 2017 (posted on 11/09/17)

<u>Time</u>	<u>Applicant:</u>	<u>Vacancy</u>	<u>Approval</u>	<u>Position</u>	<u>Term</u>	<u>Comments</u>
9:00 am	James Joyce	<u>Planning Board</u> 1 full - 2 alternates	Yes	Full		
9:15 am	Meghan Mahieu	<u>Board of Appeals</u> 2 alternates	Yes	AH		
9:30 am	Allin Thompson	<u>Wastewater Support Committee</u> 3 full	No	-		
9:45 am	Peter De Bakker	<u>Wastewater Support Committee</u> 3 full	No	-		
10:00 am	Dan Tworek	<u>Board of Appeals</u> 2 alternates	Yes	AH		
10:15 am	Pam Groswald	<u>Voter Information</u> 1 vacancy	Yes	Full		
	Ann Howe*	<u>Wastewater Support Committee</u> 3 full	Yes	Full		*Previously interviewed and would still like to serve on this committee
	Charles Czech*	<u>Wastewater Support Committee</u> 3 full	ND at this time	-		*Previously interviewed and appointed to the Wastewater Advisory Committee right before it was disbanded.



Michael D. MacAskill



Donald F. Howell

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen
From: Christopher Clark, Town Administrator
Re: Galaxy Award Memo
Date: November 16, 2017

The Public Safety Building needs to have its security system updated. To this end, the Police and Fire Department submitted a Capital Request last year that requested funding totaling \$153,789 for this purpose. Town Meeting approved the request. The Public Safety officials went out to bid for their project through the state bid list. The new Procurement process calls for a Town to solicit three bids from responsible vendors. We solicited three and received two. The quotes were from Galaxy and Signet. The bids came in very close, with Signet slightly lower. Both bids were responsive to our bid documents. I requested the two departments do reference checks on prior projects in the area. Please see attached memorandum from Police and Fire officials. The review clearly shows that Signet had a mix of references, some good and some not favorable. Galaxy received much better and consistent references. As Chief Procurement Officer, I declare that Signet was not as responsible as Galaxy and therefore concur with the evaluation team's recommendation to award the contract for updated equipment to Galaxy in the amount of \$143,195.



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

November 13, 2017

To: Christopher Clark
Town Administrator

David Guillemette
Chief of Police

From: Thomas Gagnon
Deputy Chief of Police

Re: Proposal for new Security System

Gentlemen:

As you are aware, and as we have discussed, the Harwich Police Department submitted a request to the May 2017 Town Meeting for funds to replace our current Security / Video Monitoring System. The funding was approved in the amount of \$153,789.

Recently, and following Massachusetts guidelines, three vendors were contacted for quotes to replace our system. All of the vendors contacted were approved vendors under the Massachusetts State Purchasing Program known as CommBuys. The three vendors contacted are all known to provide similar products to police departments on Cape Cod. The three contacted were American Alarms, which is our present vendor, Signet which was recently awarded the contract for the security system at the new Orleans Police Department, and Galaxy which has installations in several towns on the Cape and were recently awarded the contract for the new Brewster Fire Department and new Wellfleet Police Department. After repeated contacts with all vendors American Alarms did not provide a new quote.

After the quotes were received from Galaxy and Signet, Lt Scott Tyldesley of the Harwich Fire Department, Det Marc Harris of the Harwich Police Department, and myself visited some sites that had either Signet or Galaxy systems installed.

To make sure that all was being done properly, this officer, along with Lt Tyldesley met with Town Administrator Clark and Finance Director Carol Coppola to review the quotes. The information was then submitted to the Chairman of the Board of Selectmen for his review. Upon his review and in conversation with Town Administrator Clark, an additional meeting was held with the Chairman of the Board of Selectmen, Town Administrator Clark, Lt Tyldesley and myself to further review the quotes and the procurement process. Subsequent to this meeting the vendors were requested to submit several standard State procurement related forms and to resubmit their proposals using the FAC 64 Form provided by us. Again, only Galaxy and Signet responded with updated quotes and required completed forms.

A follow-up meeting was then held with Town Administrator Clark, Chief Guillemette, Lt Tyldesley, and myself to review the final quotes. The two quotes were only separated by approximately \$4,000. Town Administrator Clark requested that we contact Galaxy and Signet to ask for references.

On October 31, the following was emailed to, with receipt acknowledged, both Galaxy and Signet after approval by Town Administrator Clark:

Thank you for completing the bid documents last week. We are in our final stage of selection and will be reaching out to business references. Please provide a list of 3-5 contacts for current law enforcement customers that you have on Cape Cod or within 15 miles of the Cape if you do not have sufficient installs currently on Cape Cod. Two of the references should be customers of 3 years or more. We would like to reach out to them in the next few days.

Galaxy replied and followed our instructions by providing the following references:

Town of Brewster, Town of Eastham, Chatham Police Department, Barnstable County Sheriff's Office.

Signet called and asked if they could provide other references as they had only recently been awarded the installation in Orleans and had no other law enforcement customers on Cape Cod. It should be noted that we had knowledge that Signet had installed the system at the Dennis Police Department, but this was not mentioned by Signet. It should be further noted that on October 31, 2017, in the late afternoon, I received a call from the Signet representative, Jason Bianco. He mentioned the above, and requested if it was possible, since it was the end of his fiscal year soon if we could prepare a letter indicating that Signet would be awarded the contract. He was advised that this was impossible. It was made clear to him over our conversations that we needed local reference information. He never mentioned Dennis PD.

Signet did email me a list of departments on November 1. The list was did not contain any Cape Cod locations with all other locations far from Cape Cod:

Watertown Police, Weston Police, Rhode Island State Police, Hudson Police, Scituate Police.

After the above was received, this officer, Det Harris and Lt Tyldesley met and agreed to contact some of the references provided via phone. We did a site visit several weeks ago to the Rhode Island State Police which utilizes Signet. They were impressed with the system and mentioned no significant issues.

The following Signet installations were contacted over the past week:

Lt Tyldesley contacted Hudson Police. They have only used Signet since July of this year. The system was installed in a new facility. They have had some minor issues but are happy with Signet.

Det Harris contacted Weston Police. They too are a short term customer, with the installation occurring in a new building in 2016. They use Signet town wide for fire, schools, highway etc. They are happy with Signet but mentioned that a representative of the agency that is having the system installed must attend a week long training class in either Canada or New Jersey.

Orleans Police were contacted and they have had no issues as the system will soon be installed with an occupancy of spring of 2018.

Det Harris contacted Dennis Police which was not listed by Signet as a reference. They would not recommend Signet and stated that the customer service is not very good. They have had problems with them coming to their location to fix problems. On several occasions they have had technicians arrive to fix hardware issues, but the same technician had no idea on how to work on a software issue. This resulted in delays. In addition it was stated that they have had issues that took over a month to correct.

This officer contacted Scituate Police. They advised that they have had a good experience with Signet but they have only been in their new facility since March of this year. They had no choice in vendor as it was part of the new building contract. They have had minor issues which have been resolved.

The following Galaxy references have been contacted.

Lt Tyldesley, Det Harris, and I did a site visit to the Chatham Police Department. They have dealt with Galaxy for several years. They would highly recommend Galaxy and have had very positive experience. We were able to tour the structure. The lieutenant that provided the tour had no issues with Galaxy, stating they quickly responded to any calls for service.

This officer contacted the Eastham Police Department. They advised they have been involved with Galaxy for several years and had a "great relationship". I was advised that Galaxy was very responsive to any "tweaks" that needed to be done and were very helpful. The software was simple to use. They provide surveillance camera services only.

The Town of Brewster was contacted. They are also pleased with Galaxy with the product being used in all buildings with a new installation scheduled for the soon to be completed fire station (spring 18).

Based upon the above, I believe we have concerns with Signet. The initial request for references was not followed, as it is clear the Dennis Police use the system and have for several years. One has to wonder if the reason they were not included in the references was due to the issues raised by the Dennis I.T. person that was contacted. It is further concerning that Signet, other than the Rhode Island State Police, mainly provided references for recent installations. This raised concerns to all as to why no other long term installation locations were given. No mention was ever made by Signet about the possibility of required training in either Canada or New Jersey. The salesman seemed "put out" with us when asked to provide the additional forms and the references and the exchange regarding the letter of intent was bordering inappropriate.

Galaxy responded to our request for references in an appropriate and correct manner. They provided the installations on Cape Cod. These references were contacted and all provided positive information about their relationship with Galaxy. These installations did not just occur within the past year and were of longer term, allowing for the generation of a history between the town and Galaxy.

When Lt Tyldesley, Det Harris, or I met with the representative of Galaxy or Signet, it was clear to each of us that the presentation of the product provided by the representative of Galaxy was far superior.


Respectfully Submitted,



Thomas Gagnon
Deputy Chief
Harwich Police Department



Marc Harris
Detective
Harwich Police Department



Scott Tyldesley
Lieutenant
Harwich Fire Department

TO: BOARD OF SELECTMEN

DATE: November 29, 2016

ARTICLE TO BE INCLUDED IN WARRANT

CONT# _____

AUTHOR Harwich Police Department
(Board, Commission, Committee, etc.)

CONTACT: Thomas A. Gagnon TITLE: Deputy Chief of Police PHONE: 508 430 7541 ex 5206

ARTICLE: To see if the Town will vote to raise and appropriate or take from available funds the amount of \$153,789 for the purpose of purchasing / upgrading the security system now in use at the Harwich Police Department.

TOTAL DOLLARS: **\$153,789**

EXPLANATION:

(Background Information/Justification) _____

The current electronic security system in use at the public safety building since 2009 is in need of replacement. During FY 2018 this system will be approximately eight to nine years old. The system that is in use has on occasion failed. When this occurred video surveillance of the lock up was interrupted so people in custody could not be monitored, the front doors to the building could not be activated, interior doors could not be locked or at times unlocked without a key, etc. The system in use is not warrantied at this point with hardware for the system not easily located. The current system has a known design flaw resulting in a complete technological redesign by the manufacture which results in an annual large expenditure to keep the system operating. The purchase of this system will also allow us to correct deficiencies that were noted during the recent audit of our evidence room.

INSTRUCTIONS: Please file your articles along with budgets when possible, but in no event later than the 2nd Friday in January (the date the Warrant for the May Annual Town Meeting closes.) Be sure to include as much background information as possible. Any questions regarding wording of an article should be directed to the Town Administrator. Be aware that articles may be reworded upon advice of Town Counsel.



REFERENCES

Watertown Police Department

Contact Information:

Officer Robert E. Knell
Systems Administrator
Watertown Police Department
552 Main Street
Watertown, MA 02472
617-972-6553
rknell@police.watertown-ma.gov

Weston Police Department

Contact Information:

Lt. John Lyons
180 Boston Post Road
Weston, MA 02493
781-786-6201
Lyons.j@westonmass.org

Rhode Island State Police and E-911 Facility

Contact Information:

Mr. Steve Loynds
Rhode Island State Police
311 Danielson Pike
North Scituate, RI 02857
401-444-1000
sloynds@risp.dps.ri.gov

Hudson Police Department

Contact Information:

Captain Richard P. DiPersio
911 Municipal Drive
Hudson, MA 01749
978-568-9659
rDiPersio@townofhudson.org



Scituate Police Department

Contact Information:

Deputy Chief Mark Thompson
800 Chief Justice Cushing Highway
Scituate, MA 02066
781-545-1212
mthompson@scituatepolice.org

TOWN OF HARWICH PUBLIC SAFETY BUILDING SECURITY EQUIPMENT BID

Revised Statement of Work (All Submissions must comply with the Terms and Conditions in OSD Contract Materials Identified in FAC64 – See Attached) All Bidders must submit a proposal consistent with Page 9 of 15 entitled Important Elements of Statement of Work) PLEASE COMPLETE AND RETURN TO _____ by Oct ____, 2017 by 2:00 pm

REVISED STATEMENT OF WORK – PRICING SUBMITAL FOR STATEMENT OF WORK:

Note to vendors: When reviewing proposals it was apparent that the scope of the project changed over time and that the quotes were impacted by those changes. We wish to have quotes aligned with a single, up to date scope of work and to properly illustrate replacement items versus additions. It is not our intent to have you change the solutions but rather ensure the solutions are based on agreed upon needs. Please review your current quotes and realign as appropriate.

BASE STATEMENT OF WORK IS CONSIDERED PARTS AND MATERIALS REPLACEMENT:

- 1.) Replace existing S2 / IEI Integrated Security System at the Harwich Public Safety Complex. Replacement system to utilize existing locks, readers, man traps, network infrastructure, microphones and cameras except as noted below;
 - a. Existing PTZ cameras at four corners of building to be replaced with new multisensor (at least 270 degree) cameras that allow for constant monitoring and recording of perimeter of building.
 - b. Replace existing cameras in two of interview rooms with newer HD cameras
 - c. Relocate microphones in interview rooms to minimize interference from air handler.
- 2.) Replace existing ONSSI video system with current technology to provide at least 30 days of storage of all video (15 fps). The current analog interview room video capture system should be incorporated into the new single point of access video system
- 3.) Solution shall provide for at least 5 concurrent connections for purposes of monitoring and 2 concurrent connections for administration.

The Total amount should include all elements of Statement of Work including Warranty, Service/Maintenance Agreement costs (Please include Year one in base and show Year Two and Three)

Total Amount Base Statement of Work: \$ 118,500
Written Amount: One Hundred Eighteen Thousand Five Hundred and 00/100

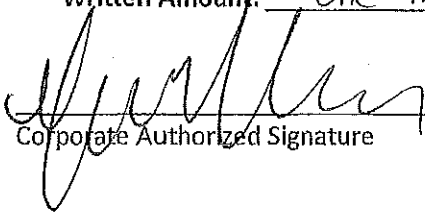
Year Two Service/Maintenance Costs \$ 4,500 ~~See~~ See attached for details
Written Amount: Four Thousand Five Hundred and 00/100

Year Three Service/Maintenance Costs \$ 4,500 ~~See~~ See attached for details
Written Amount: Four Thousand Five Hundred and 00/100

The Town will select in order Add alternates ITEMS INCLUDE CONSTRUCTION COMPONENTS WHICH MUST INCLUDE PARTS AND LABOR

1. Add new camera location to cover breathalyzer
 Parts Costs: 1,000 Labor Costs: 1,000
3. Add new camera inside evidence storage
 Parts Costs: 1,000 Labor Costs: 1,000
4. Add new camera outside evidence room covering entry.
 Parts Costs: 1,000 Labor Costs: 1,000
5. Add access control (door locks, readers, etc) to men's and women's locker rooms.
 Parts Costs: 4,500 Labor Costs: 2,500
6. Add new camera to Fire Department upper level apparatus bay; Parts Costs: 1,500
 Labor Costs: 1,000
7. Add new camera to Fire Department lower level apparatus bay Parts Costs: 1,500
 Labor Costs: 1,000
8. Add new multi sensor camera outside gym. Parts Costs: 2,000
 Labor Costs: 1,000
9. Replace camera in lobby with newer, higher resolution alternative. Parts Costs: 500
 Labor Costs: 500

Grand Total Amount Base Plus All 9 Add Alternatives Statement of Work: \$ 140,500
 Written Amount: One Hundred forty Thousand Five Hundred and 00/100


 Corporate Authorized Signature

10/25/17
 Date

Provide pricing for first three years maintenance and support costs based on minimum necessary to stay current with software with time and materials for repairs (other than warranty repairs)

All bidders must also submit a Certificate of Non-Collusion and State of Tax Compliance



October 25, 2017

Mr. Scott Tyldesley
Harwich Police Department
183 Sisson Rd.
Harwich, MA 02645

Life Safety
Communications
Integrated Security
Healthcare Communications
Audio/Visual
Service

Re: Harwich Police Security Service Agreement Scope Clarifications

Dear Mr. Tyldesley:

We have provided additional clarification to the 'Service/Maintenance' Costs as shown on the bid form.

1. A manufacturer approved Software Maintenance Agreement (SMA) for Genetec is included for the time period specified. (The first year is included in the base pricing).
2. Any Genetec software patches/service releases will be applied to all servers/workstations as required to fix or address any known security issues for the time period specified. (The first year is included in the base pricing).
3. Once per year, the Genetec software will be upgraded to the most current version (excludes any Windows Operating system or hardware upgrades).
4. All labor associated with the one-year warranty is included in the base bid. All labor outside of warranty requests are billable at \$125/hr M-F 8a-5p, excluding holidays and \$187.50 during non-business hours, weekends and holidays. An eight-hour response time will be provided for emergency requests, all other requests will be responded within 48 hours.

Should you have any questions or concerns, please contact me directly at (781) 871-5888 ext. 1233.

Respectfully,

Jason Bianco

Jason Bianco
Sr. Account Executive
CSI, CDT
NICET #114503, Fire Alarm Systems, Level III

SIGNET Electronic Systems, Inc.
Corporate Headquarters
90 Longwater Drive
Norwell, MA 02061
ph 781 871 5888 fx 781 871 4757

Branch Offices
1027 Waterman Avenue
East Providence, RI 02914
ph 401 434 9000 fx 401 431 9111

70 Pleasant Hill Road, Suite 1
Scarborough, ME 04074
ph 207 874 0400 fx 207 885 0429

The Power of ONE

Deputy Chief Tom Gagnon

From: Deputy Chief Tom Gagnon
Sent: Monday, November 06, 2017 10:57 AM
To: Det. Marc Harris
Subject: Re: Signet from Dennis PD

Thanks much

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Det. Marc Harris" <mharris@harwichpolice.com>
Date: 11/6/17 10:53 (GMT-05:00)
To: Deputy Chief Tom Gagnon <tgagnon@harwichpolice.com>, Scott Tyldesley <scott.tyldesley@comcast.net>
Subject: Signet from Dennis PD

This is the email from Dennis PD regarding Signet;

"Marc,

I would not recommend Signet. The customer service is not very good. We have had issues with getting them to come here to fix problems. Several times they have sent a tech who could fix an equipment issue, but did not know anything about the software. This resulted in another delay waiting for the second tech to be available to come down. I have had problems that took over a month to get fixed.

Brian"

Detective Marc Harris



Harwich Police Department
183 Sisson Road
Harwich, MA 02645
Phone: 508.430.7541 Ext. 5528
Fax: 774.237.1097

Throughout the last twenty years Galaxy has seen continued growth and expansion, Galaxy has formed an extensive history and client base one customer at a time. Please see below, a list of several of our clients.

Town of Brewster, MA

Police Department, Town Hall, Public Works

Class of Work: Access Control, CCTV, Alarm Monitoring

Project Value: \$10,000.00 - \$50,000.00

Completed: 2016

Contact: Chief Koch (508) 896-7011 rkoch@brewster-ma.gov

Town of Eastham, MA

Police Department, Department of Public Works, Library

Class of Work: Access Control, CCTV, Alarm Monitoring

Project Value: \$10,000.00 - \$50,000.00

Completed: 2016

Contact: Chief Edward Kulhawik (508) 255-0551 ekulhawik@eastham-ma.gov

Chatham Police Department, MA

Class of Work: Access Control, CCTV, Alarm Monitoring, Communications

Project Value: \$500,000.00

Completed: 2011

Contact: Lieutenant Mike Anderson (508) 945-1213 manderson@chatham-ma.gov

Barnstable County Sheriffs Office

Class of Work: Access Control, CCTV

Project Value: \$10,000.00 - \$100,000.00

Completed: 2015

Contact: Superintendent John Rogorzanski (508) 563-4338 rogo@bsheriff.net

Plymouth County Sheriff's Department

Class of Work: Access Control, CCTV

Project Value: \$300,000.00 - \$500,000.00

Completed: 2011

Contact: Deputy Director of IT Tony DeBoe 508-732-1807

adeboe@pcsdma.org

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to MGL Chapter 62C, S. 49A, as amended, I Michael McDade, President
NAME & TITLE

authorized signatory for Galaxy Integrated Technologies, Inc.
CONTRACTING PARTY

whose principal place of business is at 100 Leo Birmingham Parkway, Brighton, MA 02135
ADDRESS

do hereby certify under the pains and penalties of perjury that Galaxy Integrated Technologies, Inc.
has complied with all laws of

CONTRACTING PARTY

the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTING PARTY'S SOCIAL
SECURITY OR FEDERAL I.D. NUMBER: 04-3468103

AUTHORIZED SIGNATURE



DATE

10/14/17

TOWN OF HARWICH PUBLIC SAFETY BUILDING SECURITY EQUIPMENT BID

Revised Statement of Work (All Submissions must comply with the Terms and Conditions in OSD Contract Materials Identified in FAC64 – See Attached) All Bidders must submit a proposal consistent with Page 9 of 15 entitled Important Elements of Statement of Work) PLEASE COMPLETE AND RETURN TO Town of Harwich by Oct 20, 2017 by 2:00 pm

REVISED STATEMENT OF WORK – PRICING SUBMITAL FOR STATEMENT OF WORK:

Note to vendors: When reviewing proposals it was apparent that the scope of the project changed over time and that the quotes were impacted by those changes. We wish to have quotes aligned with a single, up to date scope of work and to properly illustrate replacement items versus additions. It is not our intent to have you change the solutions but rather ensure the solutions are based on agreed upon needs. Please review your current quotes and realign as appropriate.

BASE STATEMENT OF WORK IS CONSIDERED PARTS AND MATERIALS REPLACEMENT:

- 1.) Replace existing S2 / IEI Integrated Security System at the Harwich Public Safety Complex. Replacement system to utilize existing locks, readers, man traps, network infrastructure, microphones and cameras except as noted below;
 - a. Existing PTZ cameras at four corners of building to be replaced with new multisensor (at least 270 degree) cameras that allow for constant monitoring and recording of perimeter of building.
 - b. Replace existing cameras in two of interview rooms with newer HD cameras
 - c. Relocate microphones in interview rooms to minimize interference from air handler.
- 2.) Replace existing ONSSI video system with current technology to provide at least 30 days of storage of all video (15 fps). The current analog interview room video capture system should be incorporated into the new single point of access video system
- 3.) Solution shall provide for at least 5 concurrent connections for purposes of monitoring and 2 concurrent connections for administration.

The Total amount should include all elements of Statement of Work including Warranty, Service/Maintenance Agreement costs (Please include Year one in base and show Year Two and Three)

Total Amount Base Statement of Work: \$ 123,710.00

Written Amount: One Hundred Twenty Three Thousand Seven Hundred Ten Dollars

Year Two Service/Maintenance Costs \$ 4000.00

Written Amount: Four Thousand Dollars

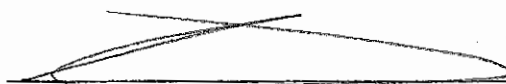
Year Three Service/Maintenance Costs \$ 4000.00

Written Amount: Four Thousand Dollars

The Town will select in order Add alternates ITEMS INCLUDE CONSTRUCTION COMPONENTS WHICH MUST INCLUDE PARTS AND LABOR

- | | | |
|---|--------------------------------|--------------------|
| 1. Add new camera location to cover breathalyzer
\$580.00 | Parts Costs: <u>\$800.00</u> | Labor Costs: _____ |
| 3. Add new camera inside evidence storage
\$580.00 | Parts Costs: <u>\$800.00</u> | Labor Costs: _____ |
| 4. Add new camera outside evidence room covering entry.
Costs: <u>\$580.00</u> | Parts Costs: <u>\$800.00</u> | Labor _____ |
| 5. Add access control (door locks, readers, etc) to men's and women's locker rooms.
Parts Costs: <u>\$4,000.00</u> | Labor Costs: <u>\$3,500.00</u> | |
| 6. Add new camera to Fire Department upper level apparatus bay:
Labor Costs: <u>\$600.00</u> | Parts Costs: <u>\$1,600.00</u> | |
| 7. Add new camera to Fire Department lower level apparatus bay:
Labor Costs: <u>\$600.00</u> | Parts Costs: <u>\$1,600.00</u> | |
| 8. Add new multi sensor camera outside gym.
Labor Costs: <u>\$600.00</u> | Parts Costs: <u>\$1,970.00</u> | |
| 9. Replace camera in lobby with newer, higher resolution alternative.
Labor Costs: <u>\$375.00</u> | Parts Costs: <u>\$500.00</u> | |

Grand Total Amount Base Plus All 9 Add Alternatives Statement of Work: \$ 143,195.00
Written Amount: One Hundred Forty Three Thousand One Hundred Ninty Five Dollars



 Corporate Authorized Signature

10/19/17

 Date

Provide pricing for first three years maintenance and support costs based on minimum necessary to stay current with software with time and materials for repairs (other than warranty repairs)

All bidders must also submit a Certificate of Non-Collusion and State of Tax Compliance

Certificate of Non-Collusion
October 19, 2017
Harwich Public Safety Building
Harwich, MA
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

~~_____~~

(Signature of person signing bid or proposal)

Michael McDade

(Typed name of person signing bid or proposal)

Galaxy Integrated Technologies, Inc.

(Name of business)



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance

One Ashburton Place, 15th Floor
Boston, Massachusetts 02108
Tel: 857-204-1305
Fax: 617-727-8284
Email: Certification.DCamm@state.ma.us

KRISTEN LEPORE
SECRETARY
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE
COMMISSIONER

Prime/General
Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 1098

This Certificate Shall be Used for Submitting Prime/General Bids Only

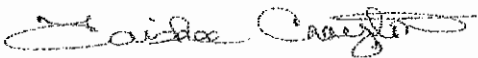
- 1. **CERTIFICATION PERIOD** This Certificate is valid from 02/10/2017 to 02/09/2018*
- 2. **CONTRACTOR'S NAME:** Galaxy Integrated Technologies, Inc.
- 3. **CONTRACTOR'S ADDRESS:** 100 Leo Birmingham Parkway, Brighton, MA 02135
- 4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Alarm Systems | <input type="checkbox"/> Energy Management System | <input type="checkbox"/> Historical Painting | <input type="checkbox"/> Pumping Stations |
| <input type="checkbox"/> Asbestos Removal | <input type="checkbox"/> Exterior Siding | <input type="checkbox"/> Historical Roofing | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Deleading | <input type="checkbox"/> Fire Protection Sprinkler Systems | <input type="checkbox"/> Masonry | <input type="checkbox"/> Sewage and Water Treatment Plants |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Floor Covering | <input type="checkbox"/> Mechanical Systems | <input checked="" type="checkbox"/> Telecommunications Systems |
| <input type="checkbox"/> Doors and Windows | <input type="checkbox"/> General Building Construction | <input type="checkbox"/> Modular Construction/Prefab | <input type="checkbox"/> Waterproofing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> HVAC | <input type="checkbox"/> Painting | <input type="checkbox"/> Special (for DCAMM pre-approved projects only) |
| <input checked="" type="checkbox"/> Electronic Security Systems | <input type="checkbox"/> Historical Building Restoration | <input type="checkbox"/> Plumbing | |
| <input type="checkbox"/> Elevators | <input type="checkbox"/> Historical Masonry | | |

- 5. **EVALUATIONS:** Number of Projects Evaluated: 9
- Average Project Evaluation Rating: 93
- Number of Projects Below Passing 0

- 6. **PROJECT LIMITS:** Single Project Limit (SPL): \$1,638,000
- Aggregate Work Limit (AWL): \$10,000,000
- General Building Construction Limit: \$N/A

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION: No**



Taisha Crayton, Deputy Director, Contractor Certification,
for Carol W Gladstone, Commissioner

01/24/2017

Approval Date

*** NOTE TO CONTRACTORS:** Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Complete Application timely may result in a gap in Certification or a lapse in Certification altogether for your Company.

Reviewer's Initials: RB

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Town Administrator, hereinafter referred to as "Town," and Galaxy Integrated Technologies, with an address of 100 Leo Birmingham Parkway, Brighton, MA, hereinafter referred to as "Contractor", effective as of the 20 day of November, 2018. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Upgrade Integrated Security System, including the scope of services set forth in Revised Statement of Work.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing November 21, 2017 through March 21, 2018.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 an amount not to exceed \$143,195. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The Town party may terminate this Agreement at any time for its convenience by providing the Contractor written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall

purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

WORKMEN'S COMPENSATION	Per Statute
EMPLOYER'S LIABILITY INSURANCE	\$1,000,000
COMPREHENSIVE GENERAL LIABILITY	
Personal Injury	\$500,000 each occurrence
Bodily Injury	\$1,000,000 in the aggregate
Property Damage	\$1,000,000 in the aggregate
COMPREHENSIVE AUTOMOBILE LIABILITY	
Bodily Injury	\$500,000 each person \$1,000,000 each accident
PROPERTY DAMAGE	\$200,000 per accident
PLUS COMPREHENSIVE LIABILITY	\$500,000 in the aggregate
UMBRELLA COVERAGE	
PROFESSIONAL LIABILITY (where applicable)	\$1,000,000

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

A. **ARTICLE 16: WAGE RATES: (If Applicable)**

Minimum wage rates, as determined by the Department of Labor and Workforce Development, under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project [Attach and incorporate by reference the applicable State Department of Labor Standards wage schedule]. It is the responsibility of the Contractor, before Bid Opening, to request, if necessary, any additional information on Massachusetts Wage Rates for those tradespeople who are not covered by the applicable Massachusetts Wage Decision, but who may be employed for the proposed work under this Contract.


- B. In accordance with Chapter 149, Section 27B, it is the responsibility of the Contractor and any Subcontractors to submit payroll records to the Official on a weekly basis.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Michael McDade, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-3468103
Social Security Number or
Federal Identification Number

Galaxy Integrated Technologies, Inc.

Signature of Individual or
Corporate Name

By: Michael McDade
Corporate Officer
(if applicable)

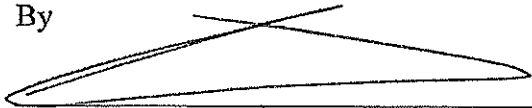
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF HARWICH

By

by its Town Administrator



Michael McDade, President
Printed Name and Title

Approved as to Availability of Funds:

Town Accountant
530276/99999/0003


(\$_____)
Contract Sum

Appendix A

CERTIFICATE OF NON-COLLUSION/GOOD FAITH

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

11/14/17
(date)


(Signature)

Michael McDade
(Printed name of person signing bid or Proposal)

Galaxy Integrated Technologies, Inc.
(Name of Business)

100 Leo Birmingham Pkwy, Brighton, MA 02135
(Business address)

617-202-6388
(Business phone number)



OFFICE OF THE SELECTMEN
 732 MAIN STREET
 HARWICH, MA 02645
 508-430-7513

APPLICATION FOR: _____ **Junk Dealer (\$35)** **Hawkers & Peddlers (\$60)**
 _____ **Junk Collector (\$35)** _____ **Transient Vendor (\$250)**

Fee: \$ New application Renewal _____

In accordance with the provisions of the Statute relating thereto, application for the above-referenced is hereby made by:

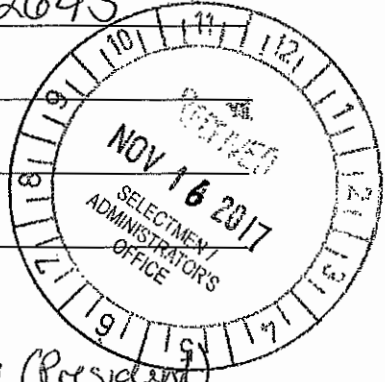
Business Name Pilgrim Lodge Phone 617 775-8142

Business Address 706 Main St. Harwich, MA 02645

Mailing Address P.O. Box 47 Harwich, MA 02645

Email Address Secretary.pilgrim@gmail.com

Name of Owner _____



(If corporation or partnership, list name, title and address of officers)

Andrew Eldridge Box 332 Brewster, MA 02631 (President)

Note: Application for Transient Vendors License will be processed only to those persons who hold a Transient Vendor's License issued by the Commonwealth pursuant to the General Laws, Chapter 101, Section 3. The fee for such license shall be \$250.00, which shall be paid in cash, bank, certified check or postal money order and shall accompany the application.

Scott T. Mahan Secretary
 Signature of applicant & title

23-7578872
 Federal I.D. #

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

Pilgrim Lodge
 Signature of individual or corporate name

By Andrew J. Eldridge
 Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

 Building Commissioner

 Board of Health

 Fire Department

 Police Department

Required signatures to be obtained by the applicant prior to submission of new applications.



PILGRIM LODGE, A.F. & A.M.
INSTITUTED MARCH 4, 1859

Main Street
P.O. Box 47
Harwich Center, MA 02645
508-432-0017

Regular Communication
First Thursday
Annual Communication
October



September 26, 2017

Mrs. Ann Steidel
Town Administrator's Office
Town of Harwich
732 Main Street
Harwich, MA 02645

Dear Mrs. Steidel,

Pilgrim Masonic Lodge A.F. & A.M. requests that the fee for a Hawkers & Peddlers Permit be waived. Pilgrim Lodge is a registered not for profit organization, which among other endeavors, engages in charitable activities within our community here in Harwich. Pilgrim Lodge's Federal Tax ID Number is: 23-7578872. All funds raised from this permit request will facilitate the endeavors of Pilgrim Lodge. Thank you for your consideration.

Sincerely,

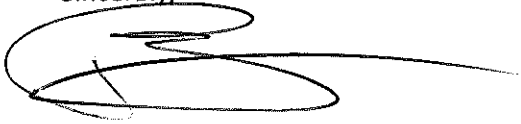
Scott T. Whalen
Master Pilgrim Lodge

November 16, 2017

To Whom It May Concern

I, Rabih Bassil authorize Pilgrim Lodge A.F. & A.M. use of my property the former Getty Gas Station located on Main Street in Harwich Center between November 24, 2017 and December 17, 2017. For the purpose of selling Christmas trees to the general public as a Not-For-Profit fundraiser. Additionally, Pilgrim Lodge A.F. & A.M. may use the property to post signage and store materials relevant to the sale of Christmas trees.

Sincerely,



Rabih Bassil



Organization Name Water Commissioners	Ethics	Date of Appointment	New Expiration Date	Date Sworn In
Elected Board				
MEMBERS				
ALLIN P. THOMPSON, Jr. (2010)		May 2010	2017	May 2014
GARY CARRIERO (2015)	February 8, 2017	May 2015	2018	May 2015
DANETTE GONSALVES (1992)		May 1992	2019	May 2016

NEW STATE ETHICS - DECEMBER 2016 TRAINING CERTIFICATES DUE APRIL 7, 2017

HARWICH CHARTER

Section 6. Water Commission

6-6-1 A water commission of 3 members shall be elected for 3-year overlapping terms.

6-6-2 The water commission shall possess and exercise all powers given to this board under chapter 165 of the acts of 1935.

6-6-3 The commission shall appoint a water superintendent, and shall request this officer to cooperate with, and be responsive to, requests from the town administrator's office.

Community Preservation Committee

The committee is comprised of 9 members. Two selectman appointees, a representative from the housing committee, housing authority, recreation, historical commission, open space/real estate, conservation and the planning board.

All present members of the board have been sworn in and have completed the Ethics training. The chair attended the Open meeting law seminar and provided the CPC members with the current revisions. The CPC committee currently has three vacancies which are the housing committee, housing authority and conservation. Currently all agendas and minutes have been posted.

The committee is currently considering 16 applications. Category totals are as follows:

Historic- \$461,867

Housing- \$1,210,000

Open Space- \$569,000

Recreation- \$1,260,500

Total Request- \$3,501,367

Total funds available are \$2,732,809.03 which includes the Land Bank debt service FY2018 of \$608,950.



Published on *Harwich MA* (<http://www.harwich-ma.gov>)

[Home](#) > [Departments](#) > Community Preservation Committee > Community Preservation Committee

Community Preservation Committee

Community Preservation application forms can be obtained at the Selectmen's Office, 732 Main Street, Harwich

Description

Harwich adopted the Community Preservation Act (CPA) effective beginning July 1, 2005. The CPA establishes a 3% property tax surcharge which is supplemented by the state.

The primary purpose of the Community Preservation Committee (CPC) is to study and recommend to the Board of Selectmen (BOS) and the citizens of the Town of Harwich projects to be funded from Community Preservation funds.

The CPC reviews applications submitted by individuals or organizations for funding projects in the following categories: the acquisition, creation or preservation of open space and the rehabilitation or restoration of open space acquired under CPA; the acquisition, preservation, rehabilitation and restoration of historic resources; the acquisition of land for outdoor recreational use including the creation or rehabilitation of outdoor recreational facilities; and the acquisition, creation, preservation and support of low and moderate income housing including the rehabilitation and restoration of community housing acquired or created using CPA funds.

The CPC also oversees the progress and completion of approved projects. The Massachusetts Community Preservation Act (General Laws Chapter 44B as amended) governs the administration of the Community Preservation Program.

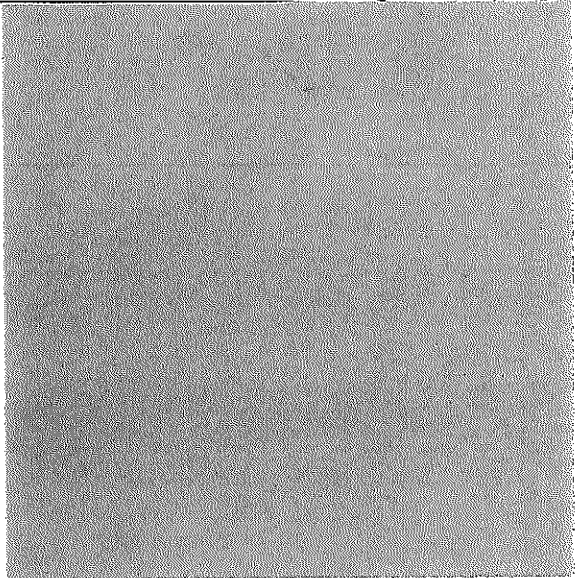
Board Members

Name	Title
David Nixon	Chair (Recreation & Youth Commission Representative) (2018)
Kathy Green	Vice Chair (Real Estate & Open Space Committee Representative) (2018)
Joseph F. Powers	Historical Commission Representative (2020)
James P. Atkinson	Planning Board Representative (2019)
Cindi Maule	Selectmen (2018)

Name	Title
Daniel Tworek	Selectmen (2019)
Donald Howell	Selectmen's Liaison

Source URL: <http://www.harwich-ma.gov/community-preservation-committee>

Town of Harwich, MA - Community Preservation Fund	Funding Sources					Total
	Undesignated Fund Balance	Open Space	Historic Preservation	Community Housing		
Total	588,750 (225,560.72)	46,686.40	106,767.48	187,987.87	115,881.03	
Balance	1,083,854.28	346,387.40	561,214.48	741,352.87	2,732,809.03	
Balance to carry forward- estimated * Actual Revenue as of 10/24/17	* 1,083,854.28	346,387.40	561,214.48	741,352.87	2,732,809.03	



COMMUNITY PRESERVATION COMMITTEE
2017-2018 Submitted Project Applications

<u>CPC Category</u>	<u>Project</u>	<u>Applicant</u>	<u>Amount</u>
Historic 1	Albro House Assessment	Town of Harwich	\$ 2,500
Historic 2	Preservation and Digitization of Harwich Oracle Newspaper	Brooks Free Lib	\$ 10,340
Historic 3	Preservation of BF Library Exterior	Brooks Free Lib	\$300,000
Historic 4	Building of Storage Facility at Community Center for Preservation and Archiving of Public Records	Harwich Comm Cen	\$ 62,027
Historic 5	Records Management	Town Clerk	\$ 40,000
Historic 6	Mt. Pleasant /Cemetery Grave-stone Conservation	Cemetery Dept.	\$ 47,000
ComHou 7	Cape Housing Institute	Community Devel- opment Partnership	\$ 10,000
ComHou 8	Buy-Down Program	Harwich Housing Authority	\$ 400,000
ComHou 9	93&97 Main St./Rt.28 Pre-dev/Construction	Habitat for Humanity	\$ 300,000
ComHou 10	Harwich Affordable Housing Trust Fund & P/T Housing Coordinator	Town of Harwich	\$ 500,000
Open Space 11	Preserve 15 acre Cornelius Pond Woodlands Project	Real Estate&Open Space Committee	\$ 200,000
Open Space 12	Preserve Eldredge Conservation Lands	Town of Harwich	\$ 369,000
Recreation 13	Saquatucket Harbor Landside Pedestrian Accessibility	Harbormaster	\$ 250,000
Recreation 14	Brooks Park Exp/Imp Phase 5	Recreation&Youth	\$ 333,500
Recreation 15	Hinckley's Pond Restoration	Natural Resources	\$ 650,000
Recreation 16	Pleasant Lake Ave Crossing Lights	Bikeways Comm	\$ 27,000

Category Totals:

Historic - \$ 461,867

Com Hou - \$1,210,000

Open Space - \$ 569,000

Recreation - \$1,260,500

Total Requests - \$3,501,367

**TOWN OF HARWICH - COMMUNITY PRESERVATION
COMMITTEE**

**2017 CPA PROJECT FUNDING REQUEST
APPLICATION PACKET**

**INCLUDES: PROJECT SELECTION CRITERIA
GUIDELINES FOR APPLICATION
PROJECT FUNDING REQUEST APPLICATION**

**DEADLINE DATE - OCTOBER 2, 2017
PLEASE READ CAREFULLY**

Revised: June 15, 2017

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE
2017 CPA PROJECT FUNDING REQUEST APPLICATION
FISCAL YEAR 2017-2018**

APPLICANT INFORMATION

Applicant/ Organization:

Submission Date:

Address:

Phone:

EMAIL Address:

Project Manager:

Phone:

EMAIL Address:

Town Committee or Board (if applicable):

Second Contact Person- name, address, phone number, email:

PROJECT INFORMATION

PROJECT TITLE:

PROJECT AMOUNT REQUESTED:

PROJECT DESCRIPTION:

CPA CATEGORY: APPLICANTS PLEASE TAKE NOTE (circle all that apply)

Open Space: This application is for the “**acquisition, preservation, rehabilitation and/or preservation of open space**”.

Historic: This application is for the “**acquisition, preservation, rehabilitation and/or restoration of historic resources**”. And as such, the following entity has declared it a “**Historic Resource**”.

Community Housing: This application is for the “**acquisition, creation, preservation and/or support of community housing**”.

Recreation: This application is for the “**acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use**”.

TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE
2017 PROPOSAL APPLICATION FOR 2018 ANNUAL TOWN MEETING

PROJECT SELECTION CRITERIA

The Harwich Community Preservation Committee, hereafter referred to as the CPC, requires that all proposed projects be eligible for Community Preservation Act (CPA) funding according to the provisions of the Act as defined by the General Laws of Massachusetts 44B as amended.

**** The CPC requires that all project applications be reviewed with appropriate Town Boards/Committees/Commissions/ before submittal, and be initialed and dated by said Boards/Committees/Commissions on the application. If there are multiple requests in any of the funding areas, then the Boards/Committees/Commissions will be asked to prioritize their requests.**

The CPC now requires an annual written update of progress on all projects. In addition, updates may be made before the CPC at a regular monthly meeting. The CPA Project Funding Request Application must have a **projected start date**, and a **projected completion date**. The intent of setting these two projected dates is to facilitate the potential return of unused CPA funds so that they may be used for other CPA projects. As time unfolds, the applicant may request a waiver of one or both of these dates. A waiver may be granted via a majority vote of the CPC after it receives all requested information from the submitter.

*****Under the Act, only the CPC may make CPA funding recommendations to the BOARD OF SELECTMEN for the annual Town Meeting. Please note that Town Meeting will have the ultimate say on all CPC-recommended CPA funding requests. The Community Preservation Act requires Town Meeting approval for all CPC- approved project funding recommendations and CPC Administrative Budget requests.**

The following criteria may be used to evaluate projects:

- * Consistency with Harwich's Local Comprehensive Plan; Open Space and Recreation Plan; Historic Preservation Plan; Affordable Housing Plan; and other planning documents that have received wide community input and scrutiny. The Committee will take into account that some of these plans may not be up to date, or may be under development.
- * Feasibility *Urgency *Affordability
- * Serving a currently under-served population
- * Consistency with recent town meeting actions
- * Preservation of town assets

- * Use of existing Town-owned assets (land, buildings) where possible
- * Acquisition and/or preservation of threatened resources
- * Availability of multiple sources of funding for increased financial leverage
- * Use of local contractors where possible
- * Opportunities for students and volunteers to train in skills and techniques required by the project

Please keep in mind there are legal limitations on what CPA funds can be used for. A “**Community Preservation Act - Questions and Answers**” page can be found at <http://www.communitypreservation.org>.

If you are in doubt about your project’s eligibility, please contact a member of the CPC, so we may the opportunity to review it for eligibility.

TOWN OF HARWICH- COMMUNITY PRESERVATION COMMITTEE

2017 PROPOSAL APPLICATION FOR THE 2018 ANNUAL TOWN MEETING

GUIDELINES FOR APPLICATION

1. Project applications must be received by 4 PM October 2, 2017 to be considered for Committee recommendations to the May, 2018 Annual Town Meeting.
2. Each formal project funding request must be submitted on the Community Preservation Committee's - **Community Preservation Act (CPA) Project Funding Request Application** - (found in this packet); include all attachments. Twelve (12) copies are to be submitted by the due date, to the Community Preservation Committee.
3. Obtain quotes for project costs whenever possible. If not, cost estimates may be used, provided the basis of the estimate is fully explained. Potential land acquisitions, by law, require an independent appraisal before a Purchase & Sale agreement is signed.
4. Projections of requests for funding may be for up to a 5-year period. If the initial request is, or subsequent requests are part of an extended project, include the total project cost. ****Be aware that only the 1st year's request will be considered by the CPC; future year's needs must be requested annually CPC will view each year's request on its own merits.
5. For Applicants that submit multiple project requests, projects must be shown in priority order.
6. Project Applicants are required to make a presentation to the Committee.
7. Please indicate which Town Committees, if any, this request has been discussed.
8. If the Application has missing information, it may delay consideration.
9. The Applicant shall identify in writing a **project manager** responsible for administration of the Project and a **second person**, authorized to act if the contact person is unavailable.
10. Entities or individuals that are not Town of Harwich departments, agencies or subdivisions shall have a contract executed with the Town of Harwich for the purposes of implementing an approved project.
11. **FUNDS** shall be used solely for work included in the Project and within the scope of the Proposal. If the Town determines that funds have been spent on goods and/or services not included in the Project or within the scope of the Proposal, or otherwise not authorized under the Act, reimbursement may not be authorized.
12. The Applicant shall provide the Town, through the Community Preservation Committee, with **progress reports** annually from the date this project is officially funded (in this case July 2018) for so long as the Funds remain unexpended, and with final notification within (30) days after the completion of the Project. The Town reserves the right to require supplementary information from the Applicant. The Town shall have the right, upon reasonable request, to inspect the work of the Applicant.

13. The Town shall disburse the awarded amount during the Project, and disbursements shall be apportioned based on the work done and paid only upon the presentment of detailed invoices from the Applicant or the Applicant's contractor, listing in detail the work performed and the cost thereof.

The Town shall have the right to ask for supplementary information, including documentation from the contractor confirming the extent of the work performed. Prior to any payment, the Town shall have the right to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Contract documents. The applicant shall use the awarded amount only for the purpose of the Project, as described in the Contract documents. The cost of completing the Project in excess of the awarded amount shall be paid by the Applicant. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is greater than the awarded amount (the difference between the 2 amounts referred to hereinafter as the Excess), the Town shall have no obligation to pay the Excess.

14. If the Applicant fails to fulfill all obligations under the terms of the agreed application and the agreed application is terminated, any Funds not expended shall be returned forthwith to the Town without further expenditure thereof. Moreover, if the purpose of agreed application is not accomplished, the Project is abandoned, destroyed or acquired by a private, for-profit entity, or if the Applicant fails to fulfill its obligations under the terms of the agreement as a result of negligent or intentional acts or omissions of the Applicant or its agents, employees, contractors or invitees, the Applicant shall be liable to repay the Town the entire amount of the Funds provided under this agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the appropriate account of the Town's Community Preservation Fund. In the event that the Town takes legal action, the Applicant shall pay any and all costs, including reasonable attorney's fees, expended for the enforcement of this agreement.
15. The Applicant shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, and shall be responsible for obtaining all necessary **licenses, permits, and approvals** in connection with this Project. **No local permit or license is waived** by the award of this project.
16. Upon completion of the Project, the Applicant shall identify that the Project was funded by the Town of Harwich through the Community Preservation Act in its written materials about the Project, including press releases, brochures and similar materials.
17. **This Application shall be signed by the Chief Executive Officer or Chief Administrative Officer or Board Chair who has overall administrative authority and responsibility for this project.**

HOW DOES THIS PROJECT FIT INTO HARWICH'S LOCAL COMPREHENSIVE PLAN and/or other PLANS?

HOW DOES THIS PROJECT BENEFIT THE CITIZENS OF HARWICH? IF APPROPRIATE, HAS THE APPLICANT SOUGHT PUBLIC OPINION OR INPUT? AND IF NOT, WHY NOT?

ESTIMATED START DATE:

ESTIMATED COMPLETION DATE: (Three years from the release of funds (July, 2018) - funds may be rescinded automatically; waivers may be sought)

PLEASE LIST OTHER COMMISSIONS/BOARDS/COMMITTEES/ORGANIZATIONS that may have involvement, jurisdiction, partnering, etc:

Describe their response:

PROJECT BUDGET: Attach project budget estimates for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

COST ESTIMATE(S): Attach cost estimates or firm quotes (if available) for all projects.

LAND and/or BUILDING ACQUISITION PROJECTS: Attach surveys, appraisals and agreements, if available. Please set forth name of present owner and attach copy of deed conveying property unto present owner. In addition to property address, please provide Harwich Assessor's Office identification (Map#, Parcel #). For proposed Open Space land purchases, be prepared to discuss public access with the Committee.
CPA Funds Received Previous Year(s) For This Project (if applicable):

Fiscal Year	Total Cost	CPC Funds Approved	Town Meeting Article #
2012-13			
2013-14			
2014-15			
2015-16			
2016-17			

If project is expected to continue over more than one year, or if funding the project via full or partial bonding is anticipated, please detail the cost of project on the following chart (narrative explanation should be attached on a separate sheet).

Fiscal Year	Total Cost	CPC Funds Requested	Other Funding Sources	Estimated Funds from Other Sources
2016-17				
2017-18				
2018-19				
2019-20				

ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature - Chief Executive Officer or Chief Administrative Officer or Board Chair **Title**

For Community Preservation Committee Use:
Project Request received on:

Associated Town Committee(s): (initial)

Date(s) Reviewed On:

Final Determination:
Approved: Denied: Date:

CPC Contact Information:

Robert MacCready - Housing Authority	maccready@gmail.com
Robert Bradley - Historical Commission	bradleybob60@yahoo.com
David Nixon - Rec.&Youth Commission	cdeescamp1@hotmail.com
Katherine Green - Real Estate&Open Space	ksg58@gmail.com
Walter Diggs - Conservation Commission	cordovawwd@aol.com
Cindi Maule - Selectmen's Appointee	cmaule@haconcapecod.org
Dan Tworek - Selectmen's Appointee	dtworek@comcast.net
Jim Atkinson - Planning Board	47jimmy@comcast.net

Please submit your project paperwork (12 complete copies) to:
Harwich Community Preservation Committee
c/o Harwich Town Hall, 732 Main Street, Harwich, MA 02645



Is Our Project Allowable?



The chart below demonstrates the allowable uses of CPA funds in each of the CPA project categories: open space, recreation, housing, and historic preservation. This chart is critical for determining whether a proposed project is eligible for CPA funding. [View a .pdf version of the official Department of Revenue allowable uses chart.](#)

Projects are only eligible for CPA funding if they fit in a green box below.

	Open Space	Historic	Recreation	Housing
Acquire	Yes	Yes	Yes	Yes
Create	Yes	No	Yes	Yes
Preserve	Yes	Yes	Yes	Yes
Support	No	No	No	Yes
Rehabilitate and/or Restore	Yes, if acquired or created with CPA funds	Yes	Yes (new 7/8/2012)	Yes, if acquired or created with CPA funds

Chart adapted from "Recent Developments in Municipal Law", Massachusetts Department of Revenue, October 2012.

A Deeper Look into CPA's Project Categories

The CPA requires that communities spend, or set aside for future spending, a minimum of 10% of their annual CPA revenues for each of the three following categories: open space/recreation, historic preservation, and community housing. The remaining 70% of the funds are undesignated, and can be used for any allowable project in any of the CPA categories. This gives each community tremendous flexibility to determine its own priorities. Read on for a general overview of each of these categories; a decision on the allowability of specific projects in each community is determined locally by municipal counsel.

- Open Space
- Historic Preservation
- Community Housing
- Recreation

Open Space

Section 2 of the CPA legislation defines open space. It includes, but is not limited to, the following:

- Land to protect existing and future well fields
- Aquifers, recharge areas, and watershed land
- Agricultural land
- Grasslands, fields and forest land
- Fresh and salt water marshes and other wetlands
- Ocean, river, stream, lake and pond frontage
- Beaches, dunes, and other coastal lands
- Lands to protect scenic vistas
- Land for wildlife or nature preserve
- Land for recreational use (see separate category information, below)

CPA funds may be spent on the acquisition, creation, and preservation of open space, and for the rehabilitation or restoration of any open space that has been acquired or created using CPA funds. It is important to note that a permanent deed restriction is required for all real property interests acquired under CPA. This restriction must be filed as a separate instrument, such as a Conservation Restriction (CR) or Agricultural Preservation Restriction (APR), and until this step has been completed, the terms of the CPA acquisition have not been technically fulfilled. **Learn more about CRs.**

Historic Preservation

Section 2 of the CPA legislation defines **historic resources, preservation, and rehabilitation**. Under CPA, an historic resource is defined as a building, structure, vessel, real property, document or artifact that is either:

- listed on the State Register of Historic Places; or
- determined by the local Historic Commission to be significant in the history, archeology, architecture, or culture of the city or town.

CPA funds may be spent on the acquisition, preservation, rehabilitation and restoration of historic resources. Communities using CPA funds on historic resources must adhere to the **United States Secretary of the Interior's Standards for the Treatment of Historic Properties**.

For more information, **this flow chart details the steps to determining whether your historic preservation project qualifies for CPA funding**. You can also read this article from our newsletter, *CPA Update*, **Which historic projects qualify for CPA funding?**

[back to top](#)

Community Housing

Section 2 of CPA defines community housing.

The United States Department of Housing and Urban Development (HUD) income guidelines are used to determine who is eligible to live in the affordable housing units developed by communities with their CPA funds. Housing developed with CPA funds may be offered to those persons and families whose annual income is less than 100 percent of the areawide median income, as determined by HUD. **See these figures for your community.**

Please note, though, that communities may choose to limit certain housing units created with CPA funds to those persons and families earning less than 80 percent of the areawide median income annually, as

determined by HUD. This allows communities to include these units on their Subsidized Housing Inventory (SHI) with the state. ~~See what those figures would be in your community.~~

CPA funds may be spent on the acquisition, creation, preservation and support of community housing, and for the rehabilitation or restoration of community housing that has been acquired or created using CPA funds. The CPA requires that whenever possible, preference be given to the adaptive reuse of existing buildings or construction of new buildings on previously developed sites.

[back to top](#)

Land For Recreational Use (Outdoor Recreation)

Section 2 also defines recreational use. The focus for CPA recreational projects is on **outdoor** passive or active recreation, such as (but not limited to) the use of land for:

- Community gardens
- Trails
- Noncommercial youth and adult sports
- Parks, playgrounds or athletic fields

CPA funds may not be spent on ordinary maintenance or annual operating expenses; only capital improvements are allowed. In addition, CPA funds may not be used for horse or dog racing facilities, or for a stadium, gymnasium, or similar structure. This prohibition has generally been interpreted to mean that CPA funds may be used only for outdoor, land-based recreational uses and facilities.

CPA funds may be used for the acquisition of land to be used for recreation, or for the creation of new recreational facilities on land a community already owns. A 2012 amendment to CPA broadened the law to also allow for the rehabilitation of existing, outdoor recreational facilities. The amendment made it clear that with respect to land for recreational use, "rehabilitation" could include the replacement of playground equipment and other capital improvements to the land or the facilities thereon to make them more functional for their intended recreational use.

Another change ushered in by the 2012 amendment was a prohibition on the use of CPA funds for the acquisition of artificial turf for athletic fields. Communities may still use their CPA funds for other aspects of a field project, but must appropriate non-CPA funds to acquire the artificial turf surface.

[Read our newsletter article on implementing the new changes to CPA recreation projects.](#)

[back to top](#)



[Home](#) > [CPA News](#) > Which historic projects qualify for CPA funding? Examining the procedures you must follow for historic appropriations

Which Historic Projects Qualify For CPA Funding? Examining The Procedures You Must Follow For Historic Appropriations

*"A past lacking tangible relics seems too tenuous to be credible. . .
To be certain there was a past, we must see at least some of its traces."*
--David Lowenthal, *The Past is a Foreign Country*

by Jennifer Goldson, AICP

March 2009 (updated August 2012): Historic places and objects provide us with a tangible connection to the past, enrich our experience of the present, and can be fundamental components of community identity.

CPA funds can be used for the acquisition, preservation, rehabilitation, and restoration of historic resources. But, what exactly are historic resources within the meaning given by the CPA statute? Although Section 2 of the statute defines "historic resources," many communities have questioned what is and what is not eligible under the definition.

This article examines the CPA's definition of historic resources, and provides guidance on important procedures that must be followed prior to spending CPA funds in the historic category.

CPA Definition of "Historic Resources"

"A building, structure, vessel, real property, document or artifact that is listed on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archaeology, architecture, or culture of a city or town."

(As defined by M.G.L. Chapter 44B Section 2)

Under the statute, an historic resource is defined as one of the following; a building, structure, vessel, real property, document or artifact. In addition, historic resources must meet one of the following two criteria prior to being considered for CPA funding:

1. The historic resource must be listed on the Massachusetts State Register of Historic Places
- OR
2. It must be determined by the local Historical Commission that the historic resource is locally significant.

If the proposed CPA project has not met one of these two criteria, it is not eligible for CPA funding.

Criteria #1: The State Register of Historic Places

Maintained by the Massachusetts Historical Commission, the **State Register of Historic Places** was established in 1982 as a comprehensive listing of the buildings, structures, objects, and sites that have received local, state, or national designations based on their historical or archaeological significance. See our companion article for further information on the State Register of Historic Places, "**Your First Step In Determining Eligibility For CPA Historic Preservation Funds.**"

There are over 60,000 properties listed on the State Register, including properties that are:

1. listed in the National Register of Historic Places
2. within local historic districts
3. designated as local, state, or national landmarks or state archaeological landmarks
4. protected by preservation restrictions established under M.G.L. Chapter 184, sections 31-33.

In addition to accessing the database online, you can consult the published State Register, a current copy of which is on file with every local Historical Commission. For more information about properties listed on the State Register, you can also contact the Massachusetts Historical Commission at 617-727-8470 or mhc@sec.state.ma.us. The published State Register can also be purchased at the State House Bookstore (617) 727-2834.

Criteria #2: Local Historical Commission Determination

If a resource is not listed on the State Register, it can still be considered an historic resource under the CPA statute if the local Historical Commission determines it to be locally significant. Most often, the project applicant will attend a Historical Commission meeting and present information on the significance of the historic resource. The Commission then takes a vote to decide if the resource is "significant in the history, archaeology, architecture, or culture" of their city or town. They then notify the Community Preservation Committee (CPC) of their decision.

Although there is no guideline in the Act for how the Historical Commission should make this determination, the Commission should consider using the well-established National Register criteria for making determinations of local significance. The National Register's criteria for evaluation of significance assess a property's integrity of location, design, setting, materials, workmanship, feeling and association, and consider properties that are associated with significant events or persons, have distinctive characteristics, or have the potential to yield important archaeological information.

Next Step: What CPA verb will be used to justify the project? Acquire, Preserve or Rehabilitate/Restore?

Once the project has been determined to be an historic resource as defined by the CPA statute, the next step is to determine which of the allowed verbs per Section 5(b)(2) is applicable – would the project acquire, preserve, rehabilitate, or restore the historic resource? It may sound simple to do this, but many questionable project applications are submitted to CPCs. If the project does not fit the definition of one of these verbs, it is not eligible for CPA funding.

In general, a rule of thumb is that CPA can fund projects that deal with tangible historic resources, but not with historic interpretation, education or heightening awareness of history. For example, using CPA funds to hire a videographer to film oral histories of members of the community would not be allowed. General surveys, studies and the like that are not connected to a specific CPA project may or may not be eligible, depending upon the specifics of the request and the funding source used. When faced with such a question, your municipal counsel should be consulted.

Last Step for Projects in the CPA Rehabilitation Category

Rehabilitation (which is defined by Section 2 of the Act as "capital improvements, or the making of extraordinary repairs to historic resources...") is the most common type of CPA historic project. A final layer of review to determine CPA eligibility applies specifically to these projects. Under the statute's definition of "rehabilitation" the work must comply with the Secretary of the Interior's Standards for Rehabilitation, which are standards describing best practices for rehabilitation of historic resources. An article in the January 2006 issue of CPA update went into more depth about how to apply the Secretary's Standards.

Your local Historical Commission may be able to provide assistance in the CPC's review of a project's scope of work to determine compliance with the Secretary's Standards. In addition, the Massachusetts Historical Commission can provide more information about applying the Secretary's Standards.

Jennifer M. Goldson, AICP, is a freelance planner who focuses on helping communities implement the CPA. Contact Jennifer at jennifer@jmgoldson.com or 617-990-4971.

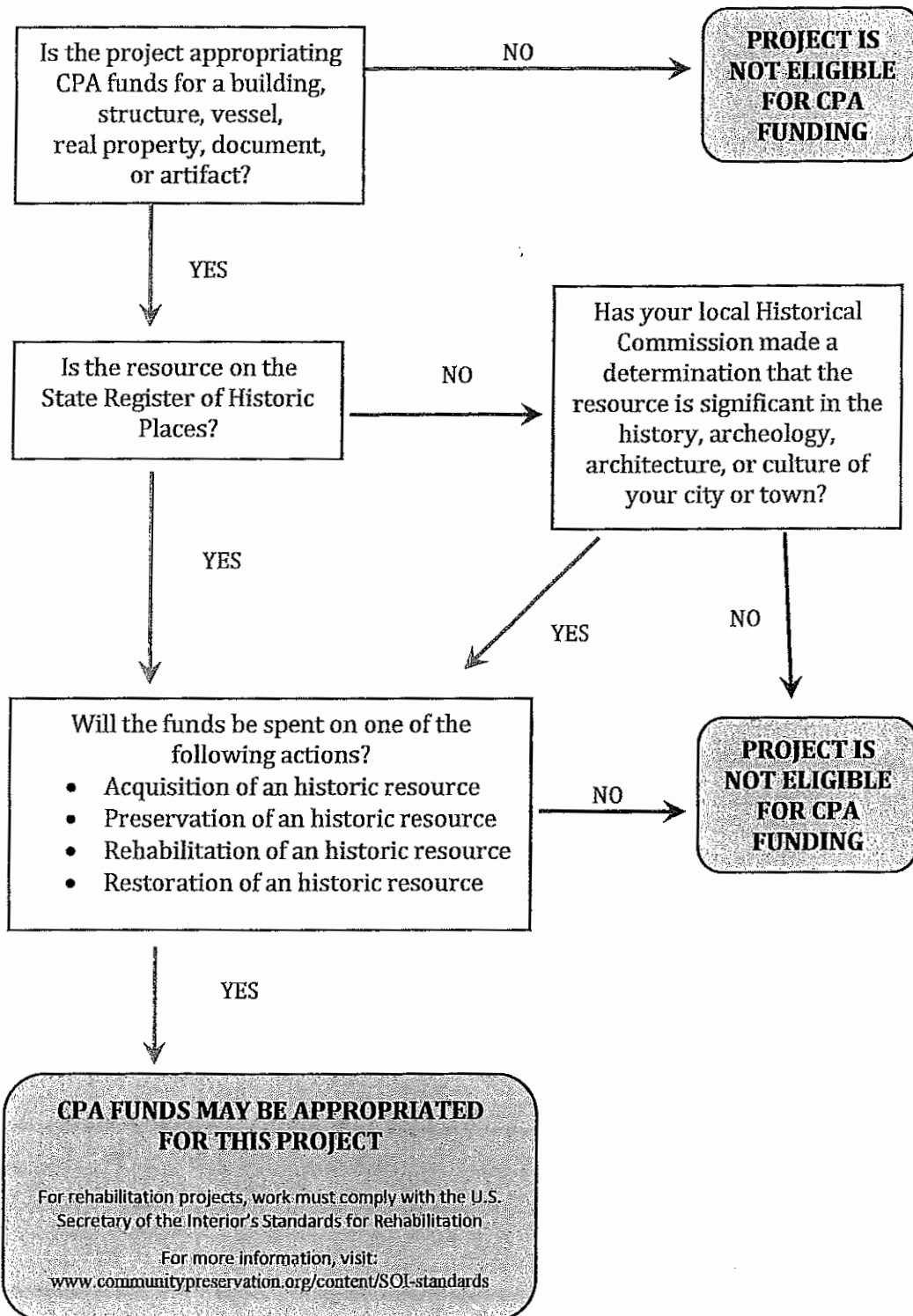
The views expressed in this article are those of the author, are not intended to be used as legal advice, and do not necessarily reflect the views of the Community Preservation Coalition.

Further Resources...

>> [Click here to see a flow chart which details how historic projects can qualify for CPA funding.](#)



Qualifying Historic Projects for CPA Funding



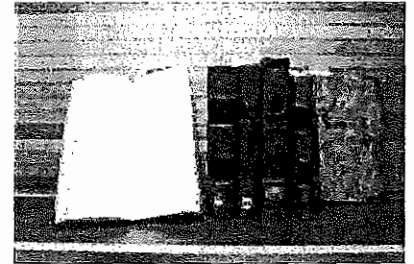
[Home](#) » [CPA News](#) » [Documents are Historic Resources, Too](#)

Documents Are Historic Resources, Too

By Jennifer M. Goldson, AICP

April 2009: In March 2006, the CPA statute was amended to include "documents and artifacts" within the definition of historic resources. Since that time, many communities have used CPA funds for document preservation projects, including document conservation and restoration projects and improvements to storage systems, such as installing climate controls.

However, in the process of reviewing applications for preservation of documents, CPCs and commissions have questioned which documents should qualify as "historic" under the definition contained in the CPA legislation. Since documents are not included on the State Register, it is necessary for the local historical commission to determine historic significance of documents per Section 2 of the Community Preservation Act (MGL c.44B). So what evaluation criteria can commissions use?



Determining the Historic Significance of Documents

In discussions with document conservation professionals at the Northeast Document Conservation Center (NEDCC) and the Massachusetts Board of Library Commissioners (MBLC), the generally accepted criteria for determining the significance of buildings can be translated to documents to some extent, however, age of documents may not be as important as other factors.

As Walter Newman, [former] Director of Paper Conservation at NEDCC points out, the Society of American Archivists defines the term "historic" as "noteworthy among past events or old things" and goes on to note that the term "historic" connotes significance, whereas "historical" implies nothing more than age.

To determine significance of documents commissions can refer generally to the National Register Criteria: Is the document associated with a significant event or person? Does it have distinctive characteristics or yield important information?

As Gregor Trinkaus-Randall, Preservation Specialist at MBLC, explains, records designated as permanent on the state's records retention schedules for municipal records have an importance to the community that transcends age – that is why permanent records, like birth, marriage, and death records, can be considered historic resources under CPA if the Historical Commission determines per the statute that they are significant in "... the history, archeology, architecture, or culture of a city or town." However, it is important to remember that, per MGL c.44B Section 6, "The community preservation funds shall not replace existing operating funds, only augment them." You'll want to be careful that you are not using CPA funds to pay for expenditures or staff that are included in the municipality's general budget, as you would be in violation of Section 6.

First Ensure a Quality Storage Environment

Mr. Trinkaus-Randall also advises that before a community considers funding the preservation of individual documents, it should first ensure that the quality and environment of the storage area and containers meet archival standards. Appropriate environmental controls in the records' storage areas are generally considered the most cost-efficient preservation step that can be taken for a large quantity of records. Furthermore, it does no good to spend funds on conservation work only to return the documents to conditions which would continue the deterioration of the materials.

As Valerie Kinkade, principal of **Museum and Collector Resource** and a member of the Concord CPC, points out, "It's critical to explain that providing proper storage materials, such as archival quality boxes and shelving, is just as much a preservation activity as sending documents off to a conservator."

Additionally, for document preservation as with any type of CPA project, it is wise to determine the level of need for the project – for example, what condition are the documents in and what is their level of risk for deterioration?



Project Example: Mendon Preserves the Declaration of Independence

As reported by the *Wilford Daily News* in March 2009, Mendon Town Meeting approved the appropriation of \$80,000 of CPA funds to resolve humidity and drainage problems in the vault where records, which date to the 17th century and include a copy of the Declaration of Independence, are stored. The photograph on the left shows Mendon's copy of the Declaration of Independence. Peter Denton of Mendon's Community Preservation Committee explains that he was glad to support the project because there was a clear need to remove the mold and stop the deterioration of the pages. "If they continue to get moldy they will be unreadable," said Mr. Denton.

More Information

For more information about document conservation, contact:

Gregor Trinkaus-Randall, Preservation Specialist at MBLC, at gregor.trinkaus-randall@state.ma.us, 1-800-952-7403 x 236 or Michael Lee, Director of Paper Conservation at NEDCC, at mlee@nedcc.org, 978-470-1010, ext 228.

Jennifer M. Goldson, AICP, is a freelance planner who focuses on helping communities implement the Community Preservation Act. She can be reached at jennifer@jmgoldson.com or 617-990-4971.

The views expressed in this article are those of the author, are not intended to be used as legal advice, and do not necessarily reflect the views of the Community Preservation Coalition.

COMMUNITY PRESERVATION COMMITTEE

9 members / 3-yr. terms

Organization Name COMMUNITY PRESERVATION COMMITTEE	Ethics	Date of Appointment	New Expiration Date	Date Sworn In
2016				
Members				
James Atkinson (Planning)	January 11, 2017**	2015	June 30, 2019	June 20, 2016
Joseph Powers (HDHC) (2017)	February 17, 2017*	August 21, 2017	June 30, 2020	July 31, 2017
(Conservation)	No member	2014	June 30, 2017	
Katherine Green (Real Estate & Open Space)	January 11, 2017**	2015	June 30, 2018	June 24, 2015
(Housing Authority)	No member		June 30, 2019	
Cindi Maule (Selectmen appointee)		2013	June 30, 2018	July 13, 2015
David Nixon (Recreation & Youth)	October 11, 2017	2015	June 30, 2018	July 7, 2015
Daniel Twork (Selectmen appointee)	October 17, 2017	2014	June 30, 2019	July 13/2016
(Housing Committee)	No member			
Jan Moore-Secretary – 508-896-6220	October 25, 2017			

- 1 MEMBER OF THE CONSERVATION COMMISSION
- 1 MEMBER OF THE HISTORIC/HISTORIC DISTRICT COMMISSION
- 1 MEMBER OF THE PLANNING BOARD
- 1 MEMBER OF THE RECREATION AND YOUTH COMMISSION
- 1 MEMBER OF THE HOUSING AUTHORITY
- 1 MEMBER OF THE REAL ESTATE OPEN SPACE
- 1 MEMBER OF THE HOUSING COMMITTEE
- 2 MEMBERS APPOINTED BY THE BOARD OF SELECTMEN

NEW STATE ETHICHS – DECMEBER 2016 TRAINING CERTIFICATES DUE APRIL 7, 2017

**** Represents Acknowledgement of Receipt of the Summary of the Conflict of Interest Law**

HARWICH - BY-LAWS

Needs to be amended

Chapter 7-11

There is hereby established a Community Preservation Committee, consisting of nine voting members pursuant to MGL c. 44B. The composition of the Committee, the designating authority and the term of office for the Committee members shall be as follows:

- (a)
One member of the Conservation Commission as designated by the Commission for a term of three years.
- (b)
One member of the **Historical Commission** as designated by the Commission for a term of three years.
- (c)
One member of the Planning Board as designated by the Board for a term of three years.
- (d)
One member of the Recreation and Youth Commission as designated by the Commission for an initial term of one year and thereafter for a term of three years.
- (e)
One member of the Housing Authority as designated by the Authority for an initial term of two years and thereafter for a term of three years.
- (f)
One member of the Real Estate and Open Space Committee as designated by the Committee for an initial term of one year and thereafter for a term of three years.
- (g)
One member of the Housing Committee as designated by the Committee for an initial term of two years and thereafter for a term of three years.
- (h)
Two members to be appointed by the Board of Selectmen, one member to be appointed for a term of one year and thereafter for a term of three years, and one member to be appointed for a term of two years and thereafter for a term of three years.
- (2)
After the above-named commissions, boards and committees have designated their members, the Board of Selectmen shall confirm their appointment as members of the Community Preservation Committee. Membership on the Community Preservation Committee of those members designated by any of the above-named Town agencies is contingent on the member's continued service on the designating body.
- (3)
Should any of the commissions, boards or committees who have designating authority under this section be no longer in existence for whatever reason, the designating authority for that commission, board or committee shall become the responsibility of the Board of Selectmen.
- B.
Duties.

(1)
The Community Preservation Committee shall study the needs, possibilities, and resources of the Town regarding community preservation. The Committee shall consult with existing municipal boards, including the Conservation Commission, the Historical Commission, the Planning Board, the Recreation and Youth Commission, the Real Estate and Open Space Committee, and the Housing Authority, or the persons acting in those capacities or performing like duties, in conducting such studies. As part of its studies, the Committee shall

hold one or more public informational hearings on the needs, possibilities and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the Town.

(2)

The Community Preservation Committee shall make recommendations to the Town Meeting for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation and preservation of land for recreational use; for the creation, preservation and support of community housing; and for the rehabilitation or restoration of open space, land for recreational use and community housing that is acquired or created as provided in this section. With respect to community housing, the Community Preservation Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.

(3)

The Community Preservation Committee may include, in its recommendation to the Town Meeting, a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or to set aside for later spending for general purposes that are consistent with community preservation. The Community Preservation Committee may recommend the issuance of general obligation bonds or notes in anticipation of revenues to be deposited in the Community Preservation Fund. Bonds or notes so issued may be at such rates of interest as shall be necessary and shall be repaid as soon after such revenues are collected as is expedient. The Town shall make every effort to limit the administrative costs of issuing such bonds by cooperating with other cities and towns using methods including, but not limited to, common issuance of bonds or common retention of bond counsel. Except as otherwise provided in this section, bonds or notes issued pursuant to this section shall be subject to the applicable provisions of MGL c. 44B. The maturities of each issue of bonds or notes issued under this section may be arranged so that for each issue the amounts payable in the several years for principal and interest combined shall be as nearly equal as practicable in the opinion of the officers authorized to issue bonds or notes or, in the alternative, in accordance with a schedule providing for a more rapid amortization of principal.

(4)

As provided in the Massachusetts Community Preservation Act,^[1] no expenditures shall be made from the Community Preservation Fund without the approval of Town Meeting.

[1]

Editor's Note: See MGL c. 44B.

(5)

The Community Preservation Committee may submit an annual administrative and operating budget for the Community Preservation Committee, which cannot exceed 5% of the annual revenues in the Community Preservation Fund, to Town Meeting for approval.

C.

Requirement for a quorum and cost estimates. The Community Preservation Committee shall not meet or conduct business without the presence of a quorum. A majority of the members of the Community Preservation Committee shall constitute a quorum. The Community Preservation Committee shall approve its actions by majority vote. Recommendations to the Town Meeting shall include their anticipated costs.

D.

Amendments. This section may be amended from time to time by a majority vote of the Town Meeting, provided that the amendments would not cause a conflict to occur with MGL c. 44B.

E.

Severability. In case any section, paragraph or part of this bylaw is for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

F.

Effective date. This bylaw shall take effect upon approval by the Attorney General of the commonwealth, after all requirements of MGL c. 40, § 32 have been met, and after the modified Community Preservation Act has been approved at a regular Town election. Each designating authority shall have 30 days after approval of the modified Community Preservation Act to make its initial designations.

[Privacy Policy](#) [Terms of Service](#)

2016-2017

COMMUNITY PRESERVATION COMMITTEE

9 members / 3-yr. terms

1. Daniel Tworek430-1073
8 Joe Lincoln Rd.....06/30/19 (14)
W. Harwich, MA 02671 dtworek@comcast.net
SWORN IN JULY 13, 2016 – STATE ETHICS ON FILE
2. Robert MacCready (Housing Authority), Chairman6/30/19 (08)
P. O. Box 157
Harwich Port, MA 02646rmaccready@haconcapecod.org
SWORN IN JULY 11, 2016 – STATE ETHICS ON FILE
3. (Housing Committee)
.....6/30/19

4. Walter Diggs (Conservation).....432-0437
204 Main Street06/30/17
Harwich, MA 02645 cordovawwd@aol.com
SWORN IN AUGUST 5, 2014 – STATE ETHICS ON FILE
5. Robert Bradley (Historical Commission)432-4671
P. O. Box 37506/30/17 (11)
Harwich, MA 02645 bradleybob60@yahoo.com
SWORN IN AUGUST 14, 2014 – NO STATE ETHICS ON FILE
6. James Atkinson (Planning Board)432-3945
P. O. Box 39206/30/19 (15)
South Harwich, MA 02661 47jimmy@comcast.net
SWORN IN JUNE 20, 2016 – NO STATE ETHICS ON FILE
7. David Nixon (Recreation & Youth Commission)432-8895
16 Reliance Way.....6/30/18 (15)
E. Harwich, MA 02645..... janquiltoncc@gmail.com
SWORN IN JULY 7, 2015 – STATE ETHICS ON FILE
8. Katherine Green (Real Estate and Open Space Committee).....432-3943
2251 Head of the Bay Road.....06/30/18 (09)
Harwich, MA 02645 ksgr58@gmail.com
SWORN IN JUNE 24, 2015 – STATE ETHICS ON FILE
9. Cindi Maule207-329-9686
32 Bay Ridge Road.....06/30/18 (13)
Harwich, MA 02645 cmaule@haconcapecod.org
SWORN IN JULY 13, 2015 – STATE ETHICS ON FILE

Selectmen's Liaison: Michael MacAskill
Clerk: Jan Moore
(508) 896-6220
j.moore12@verizon.net

Recognition to:

Interested in Serving:



MEMO

TO: Anita Doucette, Town Clerk

FROM: Jim Merriam, Town Administrator

CC: All Boards, Committees, and Commissions
Department Heads

DATE: April 3, 2012

SUBJECT: Official Alternative Posting Method for Public Meetings

Please be advised that the Board of Selectmen voted at its April 2, 2012 meeting to approve an official alternative electronic posting method. Please notify Attorney General Martha Coakley of the Board's decision. Also, note that the Board voted to continue to retain the Thursday noon deadline for all committees to post to the website for meetings to be held in the following week. The Board wishes to continue to retain the bulletin board at the rear door of Town Hall to provide a paper copy of posted meetings and agendas for those who don't have access to a personal computer.

Each board, committee and commission will be responsible for their compliance with the electronic posting requirement and the software will provide an automatic copy to the Town Clerk. Electronic postings don't require signatures but the software will include the date and time of posting. We will achieve this goal using the software called mytowngovernment.org. The IT Department will provide training on the new software.

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
Fax 508-430-7517

April 3, 2012

Jonathan Scarsic
Assistant Attorney General
Division of Open Government
Ph: (617) 963-2045
Fax: (617) 727-5785
Jonathan.Scarsic@state.ma.us

Dear Mr. Scelasic:

Please be advised that the Board of Selectmen voted at its April 2, 2012 meeting to approve an official alternative electronic posting method.

The Town of Harwich will be posting our meeting notices online in compliance with CMR 29.03. These notices will be posted to our municipal website.

Please advise if you need any further information from me in regards to this change.

Thank you.

Respectfully,

Anita N. Doucette MMC/CMMC
Town Clerk

MEMO

Date: April 9, 2012

To: James Merriam
Town Administrator

From: Anita Doucette, Town Clerk
Foster Banford, IT Director
Jill Mason, Channel 18 Director
Jamie Goodwin, Video & Community Information Specialist

CC: The Harwich Board of Selectman

RE: Official Alternative Posting Method for Public Meetings

In regards to the Memo sent on April 3, 2012, there have been some concerns that have been brought to our attention. We intend to implement the electronic posting vote taken by the Board of Selectmen and would like to the time to investigate the method in which to reach this goal.

As the Board of Selectman had requested thru you the letter has been sent to the Attorney General's office and as of today have not received a reply.

DRAFT

Board of Selectmen:

“Official Alternative Posting for Public Meetings”

After doing research on this subject we would like to make a few points.

1. We have been posting our minutes and agendas on the Town’s Web site for the past year or more and have made and continue to make many improvements to the process.
2. Should we stay with Virtual Town Hall and what we are now doing, with only a few minor changes and addition? (discussion)
3. We feel your main concern is to: change the process so Boards do not have to physically go to Town Hall and submit agendas to the Town Clerk for signature and stamp. This change can easily be made and is agreeable to the Town Clerk.
4. We will implement an automatic notice system so the Town clerk will receive a copy all minutes and agendas being posted to the Virtual Town Hall WEB site.
5. We suggest The Town inform all Boards and Committees of the changes being made and explain their role as “posting officers”, and require a typed signature be included in all postings.
6. Jamie and Anita will continue to closely monitor all incoming electronic and paper agendas. This practice has been going on and will continue with regularly scheduled office time at the Town Clerks Office.

Should the Town stay with Virtual Town Hall WEB service to accomplish this task for many reasons including the following:

1. We are already doing a GREAT job at posting our agendas!
2. We have made accommodations for Boards and Committees who need assistance with posting duties, and have many staff people assigned to assist with this work.
3. We have met the requirements of our ADA Committee
4. We recognize that it is NOT a good idea to send people “away” from our WEB site to access Town Information if possible!
5. Our WEB site has great support from the software developers, and we can request changes be made to the site if needed.

6. Agendas and minutes can be printed from our current site in a form that is easy to read and can be used directly on our “outside” bulletin board.

In closing, we ask that we have time to look into this website and alternatives further and not adopt the language in the memo sent by the Town Administrator which included using the service of “mytowngovernment.org. “

1. mytowngovernment.org has no staff
2. mytowngovernment.org has no software support
3. mytowngovernment.org is not an established website
4. mytowngovernment.org allows no “customization”
5. mytowngovernment.org is not user friendly
6. mytowngovernment.org printed material can not be used on our outside bulletin board.
7. mytowngovernment.org is currently at no cost and just a few towns have taken advantage of this service. This may have the potential of being an addition cost to the Town at a future date.

This is coming forward after concerns have been brought to our attention concerning this “mytowngovernment.org” website.

Should we remain with the status quo and include the new policy which would allow boards and committees to post without requiring them to physically going to Town Hall, and allow those volunteers who prefer to bring their Agendas to continue to do so.

We feel this would be a step forward and accommodate all concerned.

Memo

To: Chairmen of Boards, Committees and Commissions, and Department Heads
Chris Clark, Town Administrator Board of Selectmen,

From: Jamie Goodwin, Caleb Ladue, Foster Banford, Anita Doucette

Date: April 2014

RE: Open Meeting Law

It is coming into a new Fiscal Year and the appointment of new boards and committee members and it may be helpful to go over the requirements regarding the posting of public meeting notices to the website.

Except in cases of emergency, a public body must provide the public with notice of its meeting 48 hours in advance, excluding - Saturday, Sundays and legal holidays-earlier submissions allowing for more timely distribution and may in some cases be required to meet the 48 hours legal requirement due to the placement on our website, which has been deemed the official manner of posting all meeting notices.

On our website, under the agendas & minute's section, is where it has been recorded the time and day that the meetings were posted. This section would allow the public to know that these meeting notices have been posted accordingly and meet that legal requirement.

1. In 2012 - The Board of Selectmen had adopted a policy requiring all meetings are to be sent by noon time on Thursday for meetings scheduled for the following week, this allows us time to post them on the website. Emails with public meeting information should contain the name of the public body and the day of the meeting – it is required to have the date, time and place of the meeting. The email address is : agenda@town.harwich.ma.us
2. The Town Clerks automatically receives all of the postings from this email address and will post these meeting notices on a bulletin board.
3. Meeting notice/agenda **shall** include a list of topics the Chair anticipates will be discussed at the meeting.
4. Your **minutes** must include date, time, location, members present and members absent -
5. Additionally, each committee and board must retain all documents, photographs, recordings, maps, etc. with your minutes. It will not be necessary to submit these documents to the Town Clerks office; however, a list of documents and other exhibits used at the meeting **must** be included, along with the decisions made and actions taken for each agenda item. Also, upon request, minutes from your open meeting must be made available within ten days.
6. Meeting minutes are emailed to: minutes@town.harwich.ma.us . Meeting minutes should be done in a timely manner.

In item 1 it states “all meetings are to be posted by noon time on Thursday...” . I thought the plan was that they were to be sent to us by noon time, allowing us the afternoon to post.

Item 2 (Official Posting) could read that several departments receive the email and it will be posted in the committee/board official agenda folder by 5 PM. That posting fulfills the statutory requirement for publicly posting the meeting - 48 hours prior to the meeting excluding sat, sun and holidays. We should also note that if a meeting occurs before 5PM on Monday, we must receive the notice earlier.

Item 2a: (Additional Convenience Notifications) For the convenience of the public, additional notifications of the meeting may be posted on bulletin board and the website Public Meeting calendar. Additional copies will be sent via email to those who have signed up for notification on the website.

Perhaps minutes should be separated out to a separate list since they are not required for a legal meeting.

I also think we should move away from putting a copy of the agenda in the calendar since this appears official when it is not. Instead we can replace with a link to the agenda folder for that board/committee.

sample
(name of board –committee-commission)
Meeting Agenda
Small Meeting Room-Town Hall
732 Main Street, Harwich, MA 02645
Meeting time- 7:00 PM
Day of Week: Thursday
Date: April 17, 2014

- 1. Call to Order**
- 2. Public Comment**
- 3. Approval of minutes-- Meeting of**
- 4. Old Business**
 - 1.**
- 5. New Business**
 - 1.**
- 6. Set next meeting date :**
- 7. Adjournment**

Authorized Posting Officer:

Posted By:

Signature

Town Clerk

Date: _____

. If you are submitting a meeting agenda for posting, please note that the following applies to the meeting: "Minutes of all open meetings shall be created and approved in a timely manner. The Minutes of an open meeting, if they exist and whether approved or in draft form, shall be made available upon request to any person within ten days." G.L.c.30A §22 (c). All minutes shall be submitted to the Town Clerk.

Sandy Robinson

From: Michael D. MacAskill
Sent: Saturday, November 11, 2017 3:26 PM
To: Sandy Robinson; Ann Steidel
Subject: Fw: Change in Committee name to Accessibility

From: Matthew Hart <mhart2@comcast.net>
Sent: Tuesday, November 7, 2017 2:17 PM
To: Michael D. MacAskill
Subject: Change in Committee name to Accessibility

Mike:

The state and federal ADA agencies are suggesting that because there are more and more senior citizens (that are not disabled) have accessibility issues and disabled people have accessibility problems. Their request is to replace Disability with Accessibility.

Therefore I'm requesting the previous disability committee become the HARWICH ACCESSIBILITY RIGHTS COMMITTEE, or "HARC",

Thank you.

Matt

W. Matthew Hart
"Rough Seas make better Sailors."
2 Samoset Road
Harwich, MA 02645
508-432-8063
Matthart.org

Harwich Housing Committee
Town Hall Library, 732 Main Street
Harwich, MA 02645

November 7, 2017

Mr. Michael D. MacAskill, Chair
Harwich Board of Selectmen
Town Hall
732 Main Street
Harwich, MA 02645



RE: Community Preservation Committee (CPC) nomination

Dear Mr. MacAskill:

The Harwich Housing Committee would like to nominate our committee member, Mary Maslowski to represent the HHC on the Community Preservation Committee (CPC).

We understand this must be added to your Agenda for the Selectmen to discuss and vote. With that we are asking if this could be added to your Agenda for your next meeting on November 13th.

Please do not hesitate to contact me if you should require additional information.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Arthur F. Bodin".

Arthur F. Bodin, Chairman
Harwich Housing Committee

Harwich Housing Committee Minutes
Town Hall Library, 732 Main Street
Harwich, MA 02645
Monday, November 6, 2017 ~ 4:30pm

DRAFT

- 1) Meeting called to order at 4:31pm
- 2) Quorum: Art Bodin, Cindi Maule, Mary Maslowski and Julia Eldredge
- 3) Approval of Minutes: Cindi motioned to approve the Minutes of October 16, 2017. It was seconded by Mary and it was agreed.
- 4) Recognize Guest(s):
- 5) General Discussion and updates to Activities Tracking List
 - a) 93/97 Main Street, West Harwich – HECH/Habitat Joint Venture; Habitat has application into CPC.
- 6) OLD BUSINESS
 - a) Rewrite HHC Charge – Art provided a draft copy of the HHC Charge. The Committee reviewed and discussed the document and decided it needed a couple of updates. Julia will update the HHC Charge for the next meeting. Cindi motioned to approve the HHC Charge with the edits to be made. It was seconded by Mary and it was agreed.
- 7) NEW BUSINESS
 - a) HHC Committee to elect a representative from HHC to CPC – the Committee discussed our need to have a representative from HHC on the Community Preservation Committee (CPC). After discussing the importance of CPC, Cindi motioned to nominate HHC Member Mary Maslowski to represent the Harwich Housing Committee. It was seconded by Julia and it was agreed. Julia will prepare a letter to the BOS asking them to consider our nomination of Mary to the CPC.
- 8) GENERAL COMMENTS
 - a) Julia provided an update to the Committee of the Cape Housing Institute sessions she and Art have been attending. It has been extremely educational and looking forward to using the information with the HHPP in the coming year.
- 9) NEXT MEETING: December 4, 2017
- 10) MEETING ADJOURNED: 5:03pm
- 11) POSTING OFFICER: Julia Eldredge, HHC

Ann Steidel

From: John Rendon
Sent: Wednesday, November 15, 2017 3:22 PM
To: Christopher Clark
Cc: Charleen Greenhalgh; Robert Cafarelli; Ann Steidel; Sandy Robinson; Carol Coppola
Subject: SAQ Landside Project - Contract Award
Attachments: Harwich-Saquatucket contract_FINAL.pdf; A201-2007 - Working Draft - 001.pdf; G709-2001 - Saquatucket - 001.pdf; Value Engineering Floop Up Letter 11-3-17.pdf

Chris,

I recommend that the construction contract for the SAQ Landside Renovation project be awarded to Eastward Companies. The initial bid price from Eastward Companies for the base bid work was \$2,797,338; this was the low bid. Not included in this bid price is the construction of the Snack Shack, which was included as an Add Alternate. After several weeks of working with the project architect and the leadership of Eastward Companies, a total savings of \$147,705 in value engineering adjustments have been agreed to, resulting in a revised contract cost of \$2,649,633. Included as an attachment is the contract with the initial bid price and an amendment proposal to the contract with the value engineering adjustment. The remaining \$350,367 will fund the new septic at \$239,000, and the initial site work on the former Downey Property.

Upon award of the contract, Eastward Companies will start with the demolition of the existing Harbormaster Building, and will work to have the the exterior of the new Harbormaster Department building weather tight by early March. Once the HM building is framed, construction of the boardwalk will commence and will be completed prior to the opening of the marina on Memorial Day weekend. While the interior of the HM building will not be completed until late June/early July, Eastward Companies will attempt to have the public restrooms completed and operating by Memorial Day weekend to accommodate the boating public. Construction of the garage/workshop building will likely start late January, with a completion target date of Memorial Day.

Once the construction project starts, the Harbormaster Department staff will be temporarily relocated to the Cultural Center. Once the garage is complete, we will shift part of the staff there so we are on site during the boating season until the HM office buidling is complete. Every effort will be made to minimize the amount of disruption to the marina operation.

Thank you for your consideration. v/r,

John C. Rendon
Harbormaster
Town of Harwich
774 212-6193 (c)

Copy No. _____

TOWN OF HARWICH, MASSACHUSETTS
Owner - Contractor Agreement

SAQUATUCKET HARBOR LANDSIDE REDEVELOPMENT

NOVEMBER 20, 2017

Town of Harwich
Saquatucket Harbor
715 Main St.
Harwich Port, MA 02646

TABLE OF CONTENTS

	<u>Section Number</u>
Agreement	00500
General Conditions - AIA Document A201 (2007 edition)	00700
Supplemental General Conditions	00750
Excerpts from Applicable State Law	00850
Attachment A – Section 00300; General Bid Form	
Attachment B – Certificate of State Taxes Paid	
Attachment C – Non-Collusive Affidavit	
Attachment D – Public Contractors – Debarment	
Attachment E – Wage Rates	

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this 20th day of November, 2017, by and between the party of the first part, the Town of Harwich, hereinafter called "OWNER," acting herein through its _____, and the party of the second part, Eastward Companies Inc. doing business as a *Business Trust* located in the Town of Chatham, County of Barnstable, and State of Massachusetts, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows: Saquatucket Harbor Landside Redevelopment for the Town of Harwich, hereinafter called the Project, for the sum of Two Million Seven Hundred Ninety Seven Thousand Three hundred Thirty Eight Dollars (\$2,797,338) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Owner.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to substantially complete the project within 271 consecutive calendar days of the date of the notice to proceed.

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Article 8 of Section 00700 GENERAL CONDITIONS.

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

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL

CONDITIONS, and to make payments on account thereof as provided in Article 9 of Section 00700 GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

The undersigned, Carol Coppola, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number _____.

Carol Coppola, Finance Director/Town Accountant

CONTRACTOR:

THE TOWN:

Company Name:

Harwich Board of Selectmen

Signed By:

Title:

Date:

ATTEST:

Name: _____

Title: _____

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00750

GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

Amending the General Conditions of the Contract for Construction
AIA Document A201 (2007 edition)

I. SUPPLEMENTARY CONDITIONS

The following addendum supplements, modifies, deletes and/or adds to the General Conditions. Where any Article, Paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph, or Subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

II. MODIFICATIONS TO VARIOUS ARTICLES OF THE AIA CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

1.1.1 In the first sentence, delete “are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and,, after “The Contract Documents,,

Insert “between the Owner and Contractor (hereinafter the Agreement),, after “consist of the Agreement,,

In the last sentence:

Delete “Unless specifically enumerated in the Agreement,,

Delete “not,, after “Contract Documents do,,

Delete “other,, after “sample forms,,,

Delete “or,, after “or proposal,, and insert “and,,

Delete “bidding requirements,, after “relating to,, and insert “those documents,,

1.1.8 Delete “Claims,, and insert “claims,,

Delete "and certify termination of the Agreement under Section 14.2.2.,,"

1.2.1 Add to the end of the sub-section:

All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

1.2.2 Add to the end of the sentence:

, except that the performance of filed sub-trade work shall comply with the provisions of chapter 149 of the General Laws of the Commonwealth of Massachusetts. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

1.2.4 Add the following new sub-sections 1.2.4 to 1.2.11 as follows:
-1.2.11

§ 1.2.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.6 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.8 The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to

beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the Mechanical, Electrical and Fire Protection installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding sentence. A copy of the drawings shall be submitted to the Architect, and the Contractor shall revise and resubmit the drawings if so directed by the Architect.

§ 1.2.9 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in subparagraph 3.2.5 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.

§ 1.2.10 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architects in the design of the Project or Work. The Owner does not hold out such information to the Contractor as a completely accurate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in subparagraph 3.7.4.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified. Owner provided drawings showing existing conditions or construction are based on available documents and are not guaranteed to show actual existing conditions.

1.5.1 Delete 1.5.1 and replace as follows:

§ 1.5.1 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2 OWNER

2.1.2 Delete sub-section 2.1.2.

2.2.1 Delete the last three sentences.

2.2.3 In the first sentence insert "available,, after "shall furnish,,.

Delete the last sentence and replace as follows:

The Owner makes no warranty as to the accuracy or completeness of such information, and the Contractor shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 Delete the last sentence.

2.2.5 Add to the end of the sub-section as follows:

All additional copies will be furnished upon request at the cost of reproduction.

2.3 Delete from the last sentence “, except to the extent required by Section 6.1.3., and add as follows:

The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner. The Contractor shall remain responsible for maintaining the progress of the Work and shall not be entitled to any increase in the Contract Sum or Contract Time. The Contractor shall be responsible for all costs incurred by the Owner attributable to such an order to stop the Work.

2.4 In the second sentence:

Delete “Change Order,, and replace with “Construction Change Directive,,

Insert “and Owner’s Project Manager’s,, after “for the Architect’s,,

Delete the third sentence.

Add to the end of the section as follows:

The rights of the Owner hereunder are in addition to any other rights set forth in the Contract Documents or available at law or in equity.

ARTICLE 3 CONTRACTOR

3.2.1 Delete “generally,, after “the site, become,,

Add to the end of the sub-section as follows:

The Contractor shall not be entitled to any change in the Contract Time or Contract Sum on account of its failure, or that of any Subcontractor, to comply with the foregoing requirements.

3.2.2 Delete the beginning of the second sentence as follows:

These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however,

Delete the last sentence and replace as follows:

If the Contractor performs any construction activity that it knows or should know involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear responsibility for the costs of any required correction.

3.2.3 Delete “not,, after “Contractor is,,

Delete “, but,, after “public authorities,, and create new sentence beginning with “The Contractor shall promptly,,

3.2.4 Delete “claims,, after “the Contractor shall make,, and insert “a claim,,

Delete the last sentence.

3.2.5 Add new sub-section 3.2.5 as follows:

§ 3.2.5 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

3.3.1 Add to the end of the first sentence as follows:

which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall adequately staff the Project to properly and thoroughly manage, schedule and supervise all construction activities.

Delete the last sentence.

3.3.2 Add the last sentence as follows:

This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work.

3.4.3 Add to the end of the second sentence as follows:

, and the Contractor shall ensure that all workers to be employed on the Project have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) of at least 10 hours. The Contractor shall be responsible for maintaining all safety

precautions at and around the Project site. On the Owner's request, the Contractor shall permanently remove from the Project site any employee of the Contractor or any Subcontractor who fails to comply with the requirements of the Contract Documents or whose presence or behavior is deemed by the Owner to be adverse to the success of the Project or the Owner's interests.

3.5 Add to the end of the first sentence as follows:

and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements.

Delete the second to last sentence.

3.5.2 Add new sub-sections 3.5.2 to 3.5.8 as follows:

-3.5.8

§ 3.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

§ 3.5.3 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval and request approval of the deviation.

The Architect shall judge the design and appearance of proposed substitutes, and may refuse to approve any substitute which, in the Architect's opinion, would be out of character or otherwise inconsistent with the character or quality of design of the Project.

§ 3.5.4 In informing the Architect of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable in accordance with the Contract Documents. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

§ 3.5.5 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the

Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

§ 3.5.6 The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.7 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§3.5.8 The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Owner, promptly correct defective Work or Work not in accordance with the Contract Documents.

3.6.1 Add new sub-section 3.6.1 as follows:

§ 3.6.1 The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number will be provided by the Awarding Authority to the Contractor.

3.7.2 Add to the end of the sub-section as follows:

If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed and shall comply with any instructions or corrections ordered by the public authority.

3.7.3 Delete “knowing it,, after “performs Work,, and replace with “it knows or should know,,

3.7.4 Delete sub-section 3.7.4 and replace as follows:

§ 3.7.4 Concealed or Unknown Conditions. Claims for concealed or unknown conditions shall be governed by Chapter 30, Section 39N of the General Laws of the Commonwealth of Massachusetts, as amended.

3.7.5 Delete second and last sentences.

3.8 Delete section 3.8 in its entirety.

3.9.1 In the first sentence:

Insert “, in accordance with the Contract Documents,, after “shall employ,,

Insert “at all times,, after “the Project site,,

3.9.4 Add new sub-sections 3.9.4 and 3.9.5 as follows:

-3.9.5

§ 3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 3.9.5 The Contractor shall arrange for and attend job meetings with the Architect and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

3.10.1 In the first sentence delete “promptly,, after “The Contractor,, and replace with “within twenty (20) days,,.

In the second sentence, insert “or as requested by the Architect,, after “conditions of the Work and Project,,.

Add to the end of the sub-section as follows:

The construction schedule shall be in such form and contain such information as the Architect and Owner require. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

3.10.3 Add to the end of the sub-section as follows:

The Contractor's compliance with the construction schedule is a material obligation of the Contract.

3.10.4 Add new sub-sections 3.10.4, 3.10.5, and 3.10.6 as follows:

-3.10.6

§ 3.10.4 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the

Owner of any delays or potential delays. The construction schedule shall be updated every month (or more frequently if requested by the Owner) to reflect actual conditions (such updates are sometimes referred to in these General Conditions as "progress reports"). In the event any progress report indicates delays in achievement of any milestone date set forth in such schedule, the Contractor shall propose in written form an affirmative plan (the "Recovery Schedule") to correct the delay, including overtime and/or additional labor, if necessary, which Recovery Schedule shall indicate the date by which the progress of the Work will comply with the construction schedule, and shall be subject to the approval of the Owner and the Architect. In no event shall any progress report or Recovery Schedule constitute an adjustment in the construction schedule, Contract Time or any milestone date unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 In the event (i) that the performance of the Work, as of a milestone date, has not progressed or reached the level of completion required by the construction schedule, and (ii) the progress of the Work is not brought back into compliance with the construction schedule on the date proposed by the Recovery Schedule, or the Contractor otherwise fails to comply with the Recovery Schedule, the Owner shall have the right to order the Contractor to take corrective measures to expedite the progress of the Work, including, without limitation, (1) supplying additional manpower, equipment, and facilities, (2) working additional shifts or overtime, (3) working additional days, and (4) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents.

§ 3.10.6 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by the Owner under or pursuant to Section 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to Section 3.10.5 as frequently as reasonably necessary to ensure that the Contractor's performance of the Work complies with the milestone dates set forth in the construction schedule.

3.12.6 Add to the end of the sub-section as follows:

By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.10 Add to the end of the last sentence as follows:

, except as provided in Section 3.2.

3.12.11 Add new subsection 3.12.11 as follows:

§ 3.12.11 When professional certification of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make an independent examination with respect to the performance of such materials, systems or equipment.

3.13 Add to the end of the section as follows:

The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Owner shall not be liable to the Contractor, the Subcontractors, their employees, or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

3.15.1 Add “site,, to the end of the second sentence.

3.15.2 Add to the end of the sentence as follows:

, and may deduct all costs thereof from any payment due the Contractor.

3.16 Insert “, Owner’s representatives,, after “provide the Owner,,.

3.18.1 Delete the first sentence and replace as follows:

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, including claims, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the Work, caused in whole or in part by the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations, including those of indemnity, which would otherwise exist as to a party or person described in this section.

ARTICLE 4 ARCHITECT

4.1.2 In the first sentence delete “, Contractor,, after “consent of the Owner,,.

In the second sentence insert “of the Owner,, after “Consent,,.

4.1.3 Delete sub-section 4.1.3.

4.2.3 In the first sentence delete “reasonably,, after “will keep the Owner,,.

4.2.10 Delete sub-section 4.2.10.

4.2.11 Add to the end of the sub-section as follows:

The parties agree that the Architect’s duties under this subparagraph shall be governed by Chapter 30, Section 39P of the General Laws of the Commonwealth of Massachusetts, as amended.

4.2.12 Delete the second sentence.

ARTICLE 5 SUBCONTRACTORS

5.2.1 Delete the last sentence.

5.2.2 In the second sentence insert “and legally permissible,, after “has made reasonable,,.

5.2.3 Delete the last two sentences and replace as follows:

No increase in the Contract Sum or Contract Time shall be allowed for such change.

5.2.4 Add to the end of the sub-section as follows:

The applicable provisions of Chapter 149, Section 44F of the General Laws of the Commonwealth of Massachusetts shall apply to filed sub-bid subcontractors.

5.4.1 In sub-heading .1 delete “Section 14.2,, and replace with “Article 14,,.

Add new sub-heading .3 as follows:

.3 The Owner may further assign the subcontract to a successor contractor or other entity.

Delete last sentence of sub-section.

5.4.2 Delete sub-sections 5.4.2 and 5.4.3.

-5.4.3

ARTICLE 6 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1.1 At the end of the first sentence delete “including those portions related to insurance and waiver of subrogation,,.

In the second sentence delete “Claim,, after “shall make such,, and replace with “claim,,.

6.1.4 Delete sub-section 6.1.4 and replace as follows:

§ 6.1.4 The Owner reserves the right to enter any part of the Project site at any time to inspect the Work or to perform other work with its own forces or separate contractors, or to address any emergency situation. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

6.2.3 Delete the last sentence.

6.2.5 Delete sub-section 6.2.5.

ARTICLE 7 CHANGES IN THE WORK

7.2.3 Add new sub-section 7.2.3 as follows:

§ 7.2.3 Upon request of the Owner or the Architect, the Contractor shall without cost to the Owner submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of material, and the number of hours of work and hourly rate for each class of labor, as well as a description and the amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit each estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

7.3.3 Delete the first sentence of the sub-section and replace as follows:

If the Construction Change Directive provides for an adjustment to the Contract Sum, and if the Contract Documents include a unit price for the work that is the subject of such directive, such unit price shall be the basis of the adjustment to the Contract Sum, unless the Owner, in its sole discretion, chooses another method. If, however, the Contract Documents do not include a unit price for such work,

the adjustment shall be based on one of the following methods, as selected by the Owner:

In sub-heading .2 delete “stated in the Contract Documents or,, after “Unit prices,,.

7.3.4 Delete sub-section 7.3.4 and replace as follows:

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that, in the opinion of the Architect, application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.

7.3.5 In the first sentence add after “the Work involved and,, as follows:

, within five (5) calendar days from receipt of the Construction Change Directive,,.

Insert “by written notice,, after “advise the Architect,,.

Add to the end of the sub-section as follows:

Failure to so advise the Architect within such 5-day period (1) shall be interpreted as Contractor’s agreement with the proposed method of adjustment; (2) shall constitute an irrevocable waiver of any right of the Contractor to submit a claim on account of the method of adjustment; and (3) shall cause the Construction Change Directive to be deemed and constitute a Change Order.

7.3.6 In the second sentence delete “recorded as,, after “immediately shall be,, and replace with “deemed and shall constitute,,.

7.3.7 Delete first sentence and replace as follows:

If the proposed method of adjustment in the Contract Sum is based on unit prices that are stated in the Contract Documents, such unit prices shall be the basis of any adjustment to the Contract Sum, unless the Owner has chosen another method pursuant to subparagraph 7.3.3. If the proposed method of adjustment is not based on such unit prices and the Contractor objects to the proposed method of adjustment, the Contractor must notify the Architect of such objection in writing within five (5) calendar days from Contractor’s receipt of the Construction Change Directive. Failure to so object will irrevocably waive any such objections and claims on account of such method of adjustment, and the Construction Change Directive shall be deemed and shall constitute a Change Order. If the Contractor does so object, the adjustment to the Contract Sum shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit.

In sub-heading .4 insert “and,, after “and insurance,, and delete “, and sales, use or similar taxes related to the Work,, after “permit fees,,.

Delete sub-heading .5 and replaces as follows:

.5 A reasonable allowance for overhead and profit.

7.3.9 Delete the end of the first sentence starting after “Directive to the Owner,, and replace as follows:

amounts for such changes in the Work shall not be included in Applications for Payment. Such amounts shall only be included in an Application for Payment after the adjustment for the Construction Change Directive has been included in a Change Order signed by the Owner and the Contractor.

ARTICLE 8 TIME

8.2.2 In the first sentence delete “, except by agreement or instruction of the Owner in writing, prematurely,,.

8.2.4 Add new sub-sections 8.2.4 and 8.2.5 as follows:

-8.2.5

§ 8.2.4 Unless specifically required by law, no payment under this Contract shall be due until the construction schedule, required by Section 3.10, and conforming to the requirements of the General Requirements has been accepted by the Architect.

§ 8.2.5 If the Architect in reviewing any Application for Payment determines that the amount of completed Work in place as certified by the Architect is less than 90% of the Work in place required by the Contractor’s construction schedule or schedule of values provided for in Section 9.2, or that there have been delays to critical paths and the Contract completion date will not be met, or that, in the Owner’s sole discretion, there is reasonable concern that the Work will not be Substantially Complete by the date required in the Contract Documents, the Contractor shall be required to submit a recovery schedule with a written description of the steps the Contractor intends to take to put the Project back on schedule. At the Owner’s option, the Contractor shall take some or all of the following actions at no additional cost to the Owner:

- .1 Increase the number of workers on the site, in such quantities and trades as will substantially eliminate the backlog of work;
- .2 Increase the number of working hours per shift, shifts per day, working days per week, amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate backlog of work; or
- .3 Reschedule activities so that the completion dates initially scheduled will be met.

8.3.1 Insert “(except weather),, after “casualties or other causes,,.

Delete “pending mediation and arbitration,, after “delay authorized by Owner,,.

Add to the end of the sub-section as follows:

, and this shall be the Contractor's sole remedy for such delay. Under no circumstances will the Contractor be entitled to an increase in the Contract Sum, or to any other damages, on account of or in connection with any delay, regardless of the cause of such delay, and Contractor agrees not to make any claim for such damages, including, but not limited, claims for damages on account of having to perform out-of-sequence work, claims for damages on account of loss of production, and claims for damages on account of hindrances or interference with the work.

8.3.3 Delete sub-section 8.3.3.

8.3.4 Add new sections 8.3.4 and 8.3.5 as follows:

-8.3.5

§ 8.3.4 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

§ 8.3.5 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, except as and to the extent expressly provided in G.L. c. 30, §39N. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

8.4 Add new section 8.4 as follows:

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial and/or residential conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner \$1,000.00, not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said

amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted by the Owner from periodic payments.

ARTICLE 9 SCHEDULE OF VALUES

9.2 Add to the end of the section as follows:

, and shall be revised if later found by the Architect to be inaccurate. In addition, the Contractor shall submit to the Architect, at least 14 days before the first Application for Payment, a Cash Flow Schedule that shows the percentage completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations in the Cash Flow Schedule shall be on the basis of Work in place and shall exclude the value of materials delivered but not in place.

9.2.1 Add new sub-section 9.2.1 as follows:

§ 9.2.1 The Cash Flow Schedule shall be based on an orderly progression of the Work allowing adequate time for each operation (including adequate time for submission and review of submittals) and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Cash Flow Schedule will be reviewed by the Architect for compliance with the requirements of the Contract Documents. Unless specifically required by law, no payment under this Contract shall be due until the Cash Flow Schedule has been reviewed and approved by the Architect. The Architect's review of the Cash Flow Schedule shall not impose any duty on the Architect or the Owner with respect to the timing, planning, scheduling or execution of the Work. In particular if the Contractor proposes a Cash Flow Schedule indicating a date of Substantial Completion which is earlier than the Contract Time the Contractor shall not be entitled to additional payment or compensation of any kind if for any reason the full Contract Time is required to achieve Substantial Completion of the Work.

9.3.1.1 Delete sub-section 9.3.1.1.

9.3.2 Add to the end of the sub-section as follows:

The Owner may deduct the amount of such costs from payments due the Contractor.

9.4.1 Insert at the beginning of the first sentence as follows:

Subject to the Contractor's compliance with Section 9.3 and the provisions of Section 9.6,

9.5.1 Add new sub-headings .8, .9, .10, .11, and .12 as follows:

.8 failure of the Contractor or mechanical or electrical trade subcontractors to comply with requirements of the General Requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written

confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition;

.9 failure of the Contractor to provide required warranties under Section 9.3, claims for direct payment, or reasonable evidence indicating probable filing of such claims;

.10 costs incurred by the Owner under Section 10.2.5;

.11 failure of the Contractor to submit prerequisite documentation required by the General Requirements; or

.12 liquidated damages due the Owner pursuant to Section 8.4.

9.5.3 Delete sub-section 9.5.3.

9.6.4 Delete "If the Contractor fails to furnish such evidence within seven days,, from the beginning of the second sentence.

9.6.5 Delete sub-section 9.6.5.

9.6.7 Delete sub-section 9.6.7.

9.6.8 Add new sub-section 9.6.8 as follows:

§ 9.6.8 Notwithstanding the provisions of Section 9.6 all progress payments shall be made in accordance with Chapter 30, Sections 39F, 39G and 39K (as appropriate) of the General Laws of the Commonwealth of Massachusetts, as amended.

9.7 Delete section 9.7.

9.8.1 Add to the end of the sub-section as follows:

In addition, Substantial Completion for the entire Project shall be achieved only when: (1) the Owner has beneficial occupancy and use of the entire Project for all its intended uses; (2) all Project systems included in the Work are operational and acceptable to the Owner; (3) all governmental inspections for the Project have been successfully completed, all governmental approvals and related paperwork have been delivered to the Owner, and final and unconditional certificates of occupancy for the entire Project have been delivered to the Owner, (4) the only remaining Work to be performed is minor in nature and the remaining Work may reasonably be performed without having a material adverse effect on or materially interfering with the Owner's occupancy and use of the Project and (5) all prerequisites to Substantial Completion defined in the Contract Documents have been completed.

9.8.2 Add to the end of the first sentence as follows:

together with the estimated value of completing or correcting such items (the "Punchlist,") and (2) the permits and certificates referenced in Section 13.5. The Architect shall have the right to modify and supplement the Punchlist, including the estimated value of completion or correction.

9.8.5 Delete sub-section 9.8.5 and replace as follows:

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor by the Architect. The certificate shall state the date of substantial completion, shall state any consequent responsibilities of the Contractor and the Owner in accordance with the Contract Documents. The Contractor shall complete and correct any incomplete and defective work within forty-five (45) calendar days from the date of Substantial Completion

9.8.6 Add new sub-section 9.8.6 as follows:

§ 9.8.6 Services provided by the Architect to conduct more than three (3) inspections of completed Work and any inspections beyond sixty (60) days after the date of substantial completion of any portion of the Work as stated in the Agreement shall be paid by the Contractor to the Owner. The Owner may deduct the cost of such services and inspections from payments due the Contractor.

9.9.1 Delete the end of the first sentence starting after “Work at any stage,,

Delete the second sentence and replace as follows:

Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner has accepted in writing the responsibilities assigned to it and the Contractor for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance.

Delete the second to last sentence.

9.10.1 Add to the end of the sub-section as follows:

By Final Completion, the Contractor shall have completed its performance of all Punchlist items, completed all balancing of mechanical and other applicable systems and all seasonal system adjustments that are reasonably necessary to proper functioning of the completed Project, delivered to the Owner all operations and maintenance manuals and completed related training for such manuals, and delivered to the Owner all required warranties and guarantees.

9.10.3 Delete sub-sections 9.10.3 and 9.10.4.
-9.10.4

9.10.5 Insert “for payment for Work performed and of all other claims of which the payee knew or should have known at the time of final payment,, after “claims that payee,,

9.10.6 Add new sub-section 9.10.6 as follows:

§ 9.10.6 Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, §39K (building projects) or §39G (public works projects), as amended.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2.1 Add new sub-heading .4 as follows:

.4 work or property of the Owner, its tenants, or other parties at or near the Project site with the Owner's permission.

10.2.5 At the beginning and end of the first sentence:

Delete "and,, after "10.2.1.2,,.

Insert "and 10.2.1.4,, after "10.2.1.3,,.

Delete the remainder of the first sentence as follows:

, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

Add to the end of the sub-section as follows:

Where the damage or loss presents an immediate danger to the public, the Owner, in its sole discretion and at the Contractor's expense, may promptly remedy such damage or loss without prior notice to the Contractor.

10.2.9 Add new sub-sections 10.2.9, 10.2.10, 10.2.11, 10.2.12, and 10.2.13 as follows:

-10.2.13

§ 10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.10 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.11 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.12 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure,

adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The use of the permanent heating and/or ventilation systems for temporary heat and/or ventilation shall be subject to the prior written approval of the Owner and Architect.

§ 10.2.13 [G.L. c.149, §44F(1)] The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 to March 31.

10.3.1 Delete the second sentence and replace as follows:

The Contractor shall not cause or permit any introduction onto, under, or near the Owner's property of any hazardous materials or substances as defined by any applicable law, and shall not cause or permit any release, discharge, transportation, storage, or disposal of such materials or substances onto, under, or near the Owner's property or areas near the Owner's property. If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Contractor and the Owner shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect in the implementation of such removal or containment.

10.3.2 Delete sub-sections 10.3.2, 10.3.3, and 10.3.4.

10.3.5 Delete the remainder of the sentence starting after "obligations under," and replace as follows:

Article 10 or for any violation of applicable law related to the Contractor's noncompliance with the provisions of this Article 10.

10.3.6 Delete sub-section 10.3.6.

10.3.7 Add new sub-section 10.3.7 as follows:

§ 10.3.7 The parties anticipate that certain hazardous substances and/or materials may be discovered at the site. When such conditions are set forth in the Contract Documents, the Contractor acknowledges that such conditions have been considered in establishing the Contract Time and Contract Sum. No extension of the Contract Time or increase in the Contract Sum shall be claimed or allowed with respect to any hazardous substances or materials located at the site which were disclosed in the Contract Documents. The Contractor shall strictly comply with all laws, regulations, rules, orders, ordinances and the like related to the excavation, storage, removal and disposal of any such hazardous substances or materials.

ARTICLE 11 INSURANCE AND BONDS

11.1.2 Delete sub-section 11.1.2 and replace as follows:

§ 11.1.2 The insurance required by Section 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and any further period during which coverage is required to be maintained after final payment by the Contract Documents. The Owner shall be named an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner and authorized to do business in Massachusetts. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work.

11.1.3 Add to the end of the sub-section as follows:

These certificates shall set forth evidence of all coverage required by Sections 11.1.1 and 11.1.2. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.3.1 Add new sub-sections 11.1.3.1 and 11.1.3.2 as follows:

-11.1.3.2

11.1.3.1 The Contractor shall be responsible for having acceptable insurance coverage provided by or on behalf of all Subcontractors, with such insurance to be similar to that required of the Contractor under the Agreement and these General Conditions. The Contractor shall not allow any Subcontractor to commence Work on the Project prior to the Contractor's receipt of certificates of insurance that are acceptable in form and limits to the Owner; the Owner shall have no obligation to pay the Contractor for any Work performed by a Subcontractor who has not supplied acceptable insurance certificates prior to starting its Work. The Owner shall be named an additional insured on all such certificates.

11.1.3.2 All insurance policies shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another. All required insurance policies are to be endorsed to state that the Contractor's policies shall be primary to all other insurance available to the Owner and other specified additional insureds for liability arising out of or resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

11.1.4 Insert "the Owner's Project Manager,,," after "(1) the Owner,,,"

11.1.5 Add new sub-section 11.1.5 as follows:

§ 11.1.5 In no case shall the limits of liability be less than the following:

1. Workers' Compensation: as required by law.
 2. Comprehensive General Liability:
Each Person/Each Occurrence:
Bodily Injury
\$ 1,000,000.00 / \$ 3,000,000.00
Each Occurrence/Aggregate:
Property Damage (X,C, & V Coverage)
\$ 1,000,000.00 / \$3,000,000.00
Town should be named as an Additional Insured.
 3. Products and Completed Operations to be maintained for three years after final payment, provide evidence of such coverage to the Owner:
 4. Comprehensive Automobile Liability:
Each Person/Each Occurrence
Bodily Injury/Property Damage, Combined Single Limit
\$ 1,000,000.00 per accident
 5. Excess Liability on all of the above policies: (Umbrella Form)
\$2,000,000.00 occurrence/\$2,000,000.00 aggregate
The Town should be named as an Additional Insured.
 6. The Comprehensive General Liability Insurance Policy (Broad Form) shall include coverage for Premises-Operations, Independent CONTRACTORS, Products Completed, Operations, and Contractual Liability Coverage to insure the CONTRACTOR'S assumed liability under Article 59. The policy shall be endorsed to insure against liability for damage to property by explosion, and for damage to underground pipes and utilities caused by digging with mechanical equipment (X,C, & U Coverage).
 7. The Comprehensive Automobile Liability Insurance Policy shall be written to include Owned, Hired and Non-Owned Vehicles and it shall provide Extra Territorial Coverage.
- C. The above insurance policies shall also be subject to the following requirements:
1. Insurance coverage for the CONTRACTOR'S Comprehensive General Liability, as specified under the foregoing Paragraph B and for the AWARDING AUTHORITY'S and the ARCHITECT'S Protective Liability, as hereinafter specified under Article 57, shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverages and to facilitate and expedite the settlement of claims.
 2. Certificates of insurance acceptable to the AWARDING AUTHORITY and the ARCHITECT shall be addressed to and filed with both the AWARDING AUTHORITY, the ARCHITECT and the PROJECT MANAGER prior to commencement of the Work. Renewal certificates shall be addressed to and filed with both parties at least ten (10) days prior to the expiration date of the required policies.
 3. No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to both the AWARDING AUTHORITY, the ARCHITECT, and the PROJECT MANAGER. Both parties shall also be notified of the attachment of any restrictive amendments to the policies.

4. All certificates of insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
5. All premium costs shall be included in the CONTRACTOR'S bid.

11.2 Delete section 11.2 and replace as follows:

§ 11.2 OWNER'S LIABILITY INSURANCE

The Contractor shall procure and pay for an Owner's policy of Owner's protective liability insurance insuring the Owner and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

11.3.1 Delete sub-section 11.3.1 and replace as follows:

§ 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work. Such insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Owner shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverages afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Owner. The Owner shall be named insured within the policy.

11.3.1.1 Delete sub-sections 11.3.1.1, 11.3.1.2, 11.3.1.3, 11.3.1.4, and 11.3.1.5.
-11.3.1.5

11.3.2 Delete sub-sections 11.3.2, 11.3.3, 11.3.4, 11.3.5, 11.3.6, and 11.3.7.
-11.3.7

11.3.8 Delete the first sentence.

11.3.9 Delete sub-sections 11.3.9 and 11.3.10.
-11.3.10

11.3.11 Add new sub-section 11.3.11 as follows:

§ 11.3.11 The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

11.4.1 Delete "Owner shall have the right to require the,,.

Delete "to,, after "Contractor,, and replace with "shall,,.

Delete the end of the sentence starting after "obligations arising thereunder,, and replace as follows:

, each in the amount of 100% of the Contract Price, and each by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and acceptable to the Owner. The attorney-in-fact who signs the bonds on behalf of the surety, must affix to each bond a certified and current copy of the power of attorney. The Performance and Payment Bonds shall be written in a form satisfactory to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2.1 Add to the end of the sub-section as follows:

The Contractor shall bear the cost of any loss or damages to the Owner resulting from such failure or defect.

12.2.2.1 Delete the third sentence.

Add to the end of the sub-section as follows:

If the correction or repair of any of the Work is required to avoid impacts to the maintenance, operation or safety of any portion of the Project site or the Owner's property, the Owner reserves the right to undertake the repairs prior to notifying the Contractor or without waiting for the Contractor to respond, without waiving the Owner's rights under the warranties and the Owner's right to correct work under Section 2.4.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Delete the end of the sentence following the words "by the law of the,, and insert the words "Commonwealth of Massachusetts,, at the end of the sentence as revised.

13.2.1 In the second sentence delete "Except as provided in Section 13.2.2,,.

13.2.2 Delete sub-section 13.2.2.

13.5.4 Delete sub-section 13.5.4 and replace as follows:

§ 13.5.4 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

13.7 Delete section 13.7.

13.7.1 Add new sub-section 13.7.1 as follows:

§ 13.7.1 It is expressly agreed that the obligations of the Contractor hereunder arise out of contractual duties, and that the failure of the Contractor to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitation and repose. Any cause of action which the Owner may have on account of such failure shall be deemed to accrue only when the Owner has obtained actual knowledge of such failure, not before.

13.8 Add new section 13.8 as follows:

§ 13.8 LIMITATION OF LIABILITY

§ 13.8.1 The Owner shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

13.9 Add new section 13.9 as follows:

§ 13.9 DEFENSE OF SUITS

§ 13.9.1 The Contractor shall be responsible for, shall defend and pay all costs, attorneys' fees and liabilities both direct and indirect as a result of suits arising out of this Contract.

§ 13.9.2 Neither final acceptance nor occupation of the premises by the Owner shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.9.3 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.1 Insert in the beginning of the first sentence as follows:

Provided that the Contractor is not in breach of any of its obligations under the Contract,

Delete sub-headings .1, .2, and .4.

14.1.2 Delete sub-section 14.1.2.

14.1.3 Delete sub-section 14.1.3 and replace as follows:

§ 14.1.3 If one of the above reasons exists, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. The payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

14.1.4 Delete sub-section 14.1.4.

14.2.1 Delete “repeatedly,, from the beginning of sub-headings .1 and .3.

Insert new sub-headings .4 and .5 after sub-heading .3 as follows:

.4 becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors.

.5 submits three successive Applications for Payment, each of which indicate that the actual Work completed is less than 90 percent of the values estimated in the construction schedule (submitted by the Contractor pursuant to Section 3.10.1) to be completed by the respective dates.

14.2.2 In the first sentence delete “,upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,,,”

Delete the second sentence of sub-heading .3.

14.2.4 In the first sentence:

Insert “all costs and losses incurred by the Owner on account of the Contractor’s failure to comply with the Contract Documents and,, after “the Work, including,,,”

Insert “and Owner’s Project Manager’s,, after “for the Architect’s,,.

Delete the last sentence of the sub-section and replace as follows:

The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner’s damages have been established, and to apply such amounts to such damages.

14.3.2 Insert “, subject to compliance with the conditions of Section 8.3.,, at the end of the first sentence.

Delete the second sentence.

14.4.2 In sub-heading .3 delete “and,, after “all existing contracts,, and replace with “except for subcontracts, if any, that Owner elects to assume, terminate all,,

14.4.3 Delete sub-section 14.4.3 and replace as follows:

§ 14.4.3 In the event that the Contract is terminated for the Owner’s convenience, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work properly performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner’s title to such material or equipment or otherwise protect the Owner’s interest. The Contractor shall not be entitled to payment for overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

15.1.1 Delete sub-section 15.1.1 and replace as follows:

§ 15.1.1 DEFINITION

The word “Claim,, shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word “Claim,, shall not include claims by the Owner. The Owner may withhold from the Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

15.1.2 Delete sub-section 15.1.2 and replace as follows:

§ 15.1.2 NOTICE OF CLAIMS

Contractor must initiate Claims within fourteen (14) calendar days after occurrence of the event giving rise to such Claim by written notice to the Architect and the Owner. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the

date of the event giving rise to such Claim; and (5) state the exact dollar amount of the increase in the Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any.

15.1.3 Delete "Section 9.7 and,, after "as provided in,,.

Delete the final sentence.

15.1.5.1 In the second sentence delete "of cost and,, after "include an estimate,,.

15.1.5.2 Delete sub-section 15.1.5.2.

15.1.6 Delete sub-section 15.1.6.

15.2.1 In the third sentence:

Delete "mediation,, after "condition precedent to,, and replace with "litigation,,.

Delete the end of the sentence beginning after "payment is due,,.

15.2.2 Delete sub-section 15.2.2 and replace as follows:

§ 15.2.2 The Initial Decision Maker will review Claims and within 30 days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) notify the Contractor that the Initial Decision Maker requires additional time to resolve the Claim; and/or (3) reject the Claim in whole or in part.

15.2.3 Delete the last sentence.

15.2.4 Delete sub-section 15.2.4 and replace as follows:

§ 15.2.4 If the Architect requests the Contractor to furnish additional supporting data in connection with a Claim, the Contractor shall provide such data within ten (10) calendar days of such request. If the Contractor is of the opinion that it is impossible to provide such data within such time, the Contractor shall notify the Architect of such opinion in writing within such ten-day period. If the Architect determines that it is impossible for such data to be provided within such ten-day period through no fault of the Contractor, the Contractor shall provide such data within 30 calendar days of the Architect's request, unless the Architect fixes another date, in which case the data must be submitted by the date so fixed. Failure of the Contractor to provide such data within the time prescribed herein shall result in the irrevocable waiver of the Claim.

15.2.5 Delete the last sentence and replace as follows:

The rejection of a claim by the Architect and any decisions of the Owner with respect to the same, and the interpretations by the Architect of the plans, drawings

and specifications, shall be final and binding on the Contractor in accordance with Section 39J of Chapter 30 of the Massachusetts General Laws.

15.2.6 Delete sub-section 15.2.6 in its entirety.

15.2.7 Delete the capitalized word, "Claim,, and replace with lower-case word, "claim,, in the first and second sentences.

15.2.8 Delete sub-section 15.2.8.

15.3 Delete sections 15.3 and 15.4 in their entirety.
-15.4

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Use AIA A201 (2007 edition)

SECTION 00850

Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

Attachment 'A'

SECTION 00300

FORM OF GENERAL BID

Bid of EASTWARD COMPANIES BUSINESS TRUST (hereinafter called "Bidder")*

a corporation, organized and existing under the laws of the state of _____.

a partnership

a joint venture

an individual doing business as

BUSINESS TRUST

To the Town of Harwich, Massachusetts (hereinafter called Owner").

Gentlemen:

- A) The undersigned Bidder, in compliance with your invitation for bids for the project known as Saquatucket Harbor Landside Redevelopment, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within one hundred eighty (271) consecutive calendar days thereafter.

*Insert corporation, partnership or individual as applicable.

B.) Bidder acknowledges receipt of and this bid includes the following addenda:

- No. 1 Dated: 7/21/17

- No. 2 Dated: 7/27/17

- No. 3 Dated: 7/31/17

- No. 4 Dated: 8/9/17

C.) The Bidder agrees to perform all bid work described in the specifications and shown on the plans, except for work identified under Alternates, for the following contract price:

\$ 2,797,338 -, written in words as
Two Million Seven Hundred ninety seven Three Hundred THIRTY EIGHT

D.) The subdivision of the proposed contract price is as follows:

Item 1: The work of the general contractor.

\$ 1,878,588 -

Item 2: Sub-bids as follows:--

Sub-trade	Name of Sub-bidder	Amount	Bonds required, indicated by "Yes" or "No"
<u>07310 & 07411</u>	<u>Meadows Construction Company</u>	<u>\$ 87,000 -</u>	<u>YES</u>
<u>09900</u>	<u>DandB Contracting, Inc.</u>	<u>\$ 57,900 -</u>	<u>YES</u>
<u>15400</u>	<u>Araujo Bros. Plumbing & Heating</u>	<u>\$ 195,850 -</u>	<u>YES</u>
<u>15600</u>	<u>Cam H.V.A.C. & Construction, Inc.</u>	<u>\$ 230,000 -</u>	<u>YES</u>
<u>16100</u>	<u>Annese Electrical Services, Inc.</u>	<u>\$ 348,000 -</u>	<u>YES</u>

E.) For Alternate No.1; Add \$ 385,426 -

F.) List five projects of similar scope and size completed within the last five (5) years.
Attach additional pages if necessary:

Name of Project	Location	Contact Person / Phone / Email
1. SEE ATTACHED SHEET		
2.		
3.		
4.		
5.		

G) The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 (OSHA) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

BIDDER'S REFERENCE FORM

Bidders Name Eastward Companies Business Trust Phone: () 508-945-2300

(1) Reference Name: Doug Grattan Phone: () 508-294-4978
Address: 720 Main Street Chatham, MA Email: DGrattan@chathampropertiesgroup.com
Description and date(s) of work: _____
Exterior Renovation, window replacement, roof replacement

(2) Reference Name: Jim Falla Phone: () 508-432-4343
Address: 281 Main Street Harwich, MA Email: JMFalla@gmail.com
Description and date(s) of work: Historic Renovation and House Lift

(3) Reference Name: Greg Winston Phone: () 508-237-0809
Address: 114 Parallel Street Harwich, MA Email: Gregorywinston@gmail.com
Description and date(s) of work: Winstead Village Inn- Remove and replace all trim with Azek, replace
sidewall, replace doors & windows

(4) Reference Name: John Hynes III Phone: () 339-237-0809
Address: 21 Fox Hill Road Chatham, MA Email: jhynes@bglinvestors.com
Description and date(s) of work: Multiple renovations to pool house, cottage and main house. Interior and
exterior.

(5) Reference Name: Jon Varholak Phone: () 617-733-2294
Address: 152 Old Wharf Road Chatham, MA Email: jon.varholak@transwestern.com
Description and date(s) of work: Complete Home Renovation

Respectfully submitted:

Date: 8/16/2017

By: Donald E. Papant, Manager
(Signature)

EASTWARD COMPANIES BUSINESS TRUST
(Name of Bidder)

(Seal – if bid is by Corporation)

EASTWARD MBT, LLC, Trustee
(Title)

155 Crowell Road
(Business Address)

Chatham, MA 02633
(City and State)

508-945-2300
(Telephone Number)

Attachment 'B'

CERTIFICATION OF STATE TAXES PAID

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Respectfully submitted,

By Donald E. Poynt, Manager
Signature

Date 8/16/2017

EASTWARD COMPANIES BUSINESS TRUST
Name of Bidder

EASTWARD MBT, LLC, Trustee
Title

(SEAL - if bid is by
a corporation)

155 CROWELL RD
Business Address

CHATHAM, MA
City & State

508-945-2300
Telephone Number

Attachment 'C'

NON-COLLUSIVE AFFIDAVIT

The undersigned being duly sworn, deposes and says that he is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

EASTWARD COMPANIES BUSINESS TRUST
(Name of Bidder as appearing in submitted proposal)

155 CROWELL RD

CHATHAM, MA 02633
(Address of Bidder) (Zip Code)

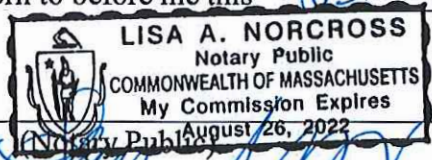
508-945-2300
(Telephone Number of Bidder)

and certified that of his own knowledge, said Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. It is understood that the signing of this AFFIDAVIT is applicable to all bids being submitted for the fiscal year from July 1, 2017 to June 30, 2018.

8/16/2017
(Date)

James E. Poynter, Manager EASTWARD MBT, LLC, TRUST
(Signature and title of person making Affidavit)

Sworn to before me this 16th day of August, 2017.



[Handwritten signature]

Attachment 'D'

PUBLIC CONTRACTS – DEBARMENT
Chapter 550, Acts of 1991

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

Name of Bidder:

EASTWARD COMPANIES BUSINESS TRUST

Date:

8/16/2017

Signature:

Donald L. Poyant, MANAGER

Printed Name and Title:

DONALD L. POYANT EASTWARD MBT, LLC, TRUSTEE



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

Prevailing Wage Rates

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

RONALD L. WALKER, II
Secretary
WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Attachment 'E'

Awarding Authority: Town of Harwich
Contract Number: City/Town: HARWICH
Description of Work: Saquatucket Harbor- Construct a new Harbormaster office bldg w/ offices, a café & restrooms. A second new building will house offices, ticket windows for commercial boats, a small retail shop & garage
Job Location: 715 Main Street, Harwich Port, MA 02646

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29

For apprentice rates see "Apprentice- LABORER"

BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10
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Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (NEW BEDFORD)	03/01/2017	\$50.76	\$10.75	\$19.22	\$0.00	\$80.73
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.38	\$10.75	\$19.22	\$0.00	\$55.35
2	60	\$30.46	\$10.75	\$19.22	\$0.00	\$60.43
3	70	\$35.53	\$10.75	\$19.22	\$0.00	\$65.50
4	80	\$40.61	\$10.75	\$19.22	\$0.00	\$70.58
5	90	\$45.68	\$10.75	\$19.22	\$0.00	\$75.65

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2017	\$38.77	\$9.90	\$17.00	\$0.00	\$65.67
	09/01/2017	\$39.78	\$9.90	\$17.00	\$0.00	\$66.68
	03/01/2018	\$40.78	\$9.90	\$17.00	\$0.00	\$67.68
	09/01/2018	\$41.82	\$9.90	\$17.00	\$0.00	\$68.72
	03/01/2019	\$42.85	\$9.90	\$17.00	\$0.00	\$69.75

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA
Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$9.90	\$1.63	\$0.00	\$30.92
2	60	\$23.26	\$9.90	\$1.63	\$0.00	\$34.79
3	70	\$27.14	\$9.90	\$12.11	\$0.00	\$49.15
4	75	\$29.08	\$9.90	\$12.11	\$0.00	\$51.09
5	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
6	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
7	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16
8	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.89	\$9.90	\$1.63	\$0.00	\$31.42
2	60	\$23.87	\$9.90	\$1.63	\$0.00	\$35.40
3	70	\$27.85	\$9.90	\$12.11	\$0.00	\$49.86
4	75	\$29.84	\$9.90	\$12.11	\$0.00	\$51.85
5	80	\$31.82	\$9.90	\$13.74	\$0.00	\$55.46
6	80	\$31.82	\$9.90	\$13.74	\$0.00	\$55.46
7	90	\$35.80	\$9.90	\$15.37	\$0.00	\$61.07
8	90	\$35.80	\$9.90	\$15.37	\$0.00	\$61.07

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2017	\$45.67	\$12.20	\$19.41	\$1.30	\$78.58
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	07/01/2017	\$46.30	\$12.20	\$19.41	\$1.30	\$79.21
	01/01/2018	\$46.54	\$12.20	\$19.41	\$1.30	\$79.45
	07/01/2018	\$46.79	\$12.20	\$19.41	\$1.30	\$79.70
	01/01/2019	\$47.03	\$12.20	\$19.41	\$1.30	\$79.94
	07/01/2019	\$47.27	\$12.20	\$19.41	\$1.30	\$80.18
	01/01/2020	\$47.52	\$12.20	\$19.41	\$1.30	\$80.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.84	\$12.20	\$12.41	\$0.00	\$47.45
2	60	\$27.40	\$12.20	\$14.41	\$1.30	\$55.31
3	65	\$29.69	\$12.20	\$15.41	\$1.30	\$58.60
4	70	\$31.97	\$12.20	\$16.41	\$1.30	\$61.88
5	75	\$34.25	\$12.20	\$17.41	\$1.30	\$65.16
6	80	\$36.54	\$12.20	\$18.41	\$1.30	\$68.45
7	90	\$41.10	\$12.20	\$19.41	\$1.30	\$74.01

Effective Date - 07/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.15	\$12.20	\$12.41	\$0.00	\$47.76
2	60	\$27.78	\$12.20	\$14.41	\$1.30	\$55.69
3	65	\$30.10	\$12.20	\$15.41	\$1.30	\$59.01
4	70	\$32.41	\$12.20	\$16.41	\$1.30	\$62.32
5	75	\$34.73	\$12.20	\$17.41	\$1.30	\$65.64
6	80	\$37.04	\$12.20	\$18.41	\$1.30	\$68.95
7	90	\$41.67	\$12.20	\$19.41	\$1.30	\$74.58

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
	12/01/2017	\$48.38	\$10.00	\$15.25	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN

LABORERS - ZONE 2

06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR

LABORERS - ZONE 2

06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS

LABORERS - ZONE 2

06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER

LABORERS - ZONE 2

06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN ELECTRICIANS LOCAL 223	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.68	\$0.00	\$0.47	\$0.00	\$16.15
2	42	\$16.47	\$0.00	\$0.49	\$0.00	\$16.96
3	45	\$17.64	\$8.90	\$0.53	\$0.00	\$27.07
4	48	\$18.82	\$8.90	\$3.42	\$0.00	\$31.14
5	50	\$19.61	\$8.90	\$3.55	\$0.00	\$32.06
6	55	\$21.57	\$8.90	\$3.83	\$0.00	\$34.30
7	60	\$23.53	\$8.90	\$4.12	\$0.00	\$36.55
8	65	\$25.49	\$8.90	\$4.39	\$0.00	\$38.78
9	70	\$27.45	\$8.90	\$4.68	\$0.00	\$41.03
10	75	\$29.41	\$8.90	\$4.96	\$0.00	\$43.27

Notes:
Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2017	\$42.15	\$10.00	\$15.25	\$0.00	\$67.40
	11/01/2017	\$42.88	\$10.00	\$15.25	\$0.00	\$68.13
	05/01/2018	\$43.59	\$10.00	\$15.25	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2017	\$43.61	\$10.00	\$15.25	\$0.00	\$68.86
	11/01/2017	\$44.34	\$10.00	\$15.25	\$0.00	\$69.59
	05/01/2018	\$45.06	\$10.00	\$15.25	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2017	\$22.41	\$10.00	\$15.25	\$0.00	\$47.66
	11/01/2017	\$22.83	\$10.00	\$15.25	\$0.00	\$48.08
	05/01/2018	\$23.26	\$10.00	\$15.25	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 223	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONINGELECTRICIANS LOCAL 223	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER LABORERS - ZONE 2	06/01/2017	\$20.50	\$7.60	\$13.50	\$0.00	\$41.60
	12/01/2017	\$21.50	\$7.60	\$13.50	\$0.00	\$42.60
	06/01/2018	\$21.50	\$7.60	\$13.50	\$0.00	\$42.60
	12/01/2018	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	06/01/2019	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	12/01/2019	\$23.50	\$7.60	\$13.50	\$0.00	\$44.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE II	03/01/2016	\$39.82	\$9.80	\$17.62	\$0.00	\$67.24

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$9.80	\$1.79	\$0.00	\$31.50
2	55	\$21.90	\$9.80	\$1.79	\$0.00	\$33.49
3	60	\$23.89	\$9.80	\$12.25	\$0.00	\$45.94
4	65	\$25.88	\$9.80	\$12.25	\$0.00	\$47.93
5	70	\$27.87	\$9.80	\$14.04	\$0.00	\$51.71
6	75	\$29.87	\$9.80	\$14.04	\$0.00	\$53.71
7	80	\$31.86	\$9.80	\$15.83	\$0.00	\$57.49
8	85	\$33.85	\$9.80	\$15.83	\$0.00	\$59.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2016	\$35.58	\$10.70	\$8.25	\$0.00	\$54.53

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.79	\$10.70	\$1.00	\$0.00	\$29.49
2	56	\$20.01	\$10.70	\$1.00	\$0.00	\$31.71
3	63	\$22.24	\$10.70	\$1.50	\$0.00	\$34.44
4	69	\$24.46	\$10.70	\$1.50	\$0.00	\$36.66
5	75	\$26.69	\$10.70	\$2.00	\$0.00	\$39.39
6	81	\$28.91	\$10.70	\$2.00	\$0.00	\$41.61
7	88	\$31.13	\$10.70	\$8.00	\$0.00	\$49.83
8	94	\$33.36	\$10.70	\$8.00	\$0.00	\$52.06

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51
2	60	\$27.83	\$10.00	\$15.25	\$0.00	\$53.08
3	65	\$30.15	\$10.00	\$15.25	\$0.00	\$55.40
4	70	\$32.47	\$10.00	\$15.25	\$0.00	\$57.72
5	75	\$34.79	\$10.00	\$15.25	\$0.00	\$60.04
6	80	\$37.10	\$10.00	\$15.25	\$0.00	\$62.35
7	85	\$39.42	\$10.00	\$15.25	\$0.00	\$64.67
8	90	\$41.74	\$10.00	\$15.25	\$0.00	\$66.99

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.06	\$10.00	\$0.00	\$0.00	\$36.06
2	60	\$28.43	\$10.00	\$15.25	\$0.00	\$53.68
3	65	\$30.80	\$10.00	\$15.25	\$0.00	\$56.05
4	70	\$33.17	\$10.00	\$15.25	\$0.00	\$58.42
5	75	\$35.54	\$10.00	\$15.25	\$0.00	\$60.79
6	80	\$37.90	\$10.00	\$15.25	\$0.00	\$63.15
7	85	\$40.27	\$10.00	\$15.25	\$0.00	\$65.52
8	90	\$42.64	\$10.00	\$15.25	\$0.00	\$67.89

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2016	\$35.60	\$10.70	\$14.79	\$1.83	\$62.92
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2016	\$35.60	\$10.70	\$14.79	\$1.83	\$62.92
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) PLUMBERS & PIPEFITTERS LOCAL 51	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29

For apprentice rates see "Apprentice- LABORER"

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2016	\$45.09	\$11.75	\$14.20	\$0.00	\$71.04
	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.55	\$11.75	\$10.45	\$0.00	\$44.75
2	60	\$27.05	\$11.75	\$11.20	\$0.00	\$50.00
3	70	\$31.56	\$11.75	\$11.95	\$0.00	\$55.26
4	80	\$36.07	\$11.75	\$12.70	\$0.00	\$60.52

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
3	70	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
4	80	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 37	03/16/2016	\$34.71	\$7.70	\$16.00	\$0.00	\$58.41
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$24.30	\$7.70	\$16.00	\$0.00	\$48.00
2	75	\$26.03	\$7.70	\$16.00	\$0.00	\$49.73
3	80	\$27.77	\$7.70	\$16.00	\$0.00	\$51.47
4	85	\$29.50	\$7.70	\$16.00	\$0.00	\$53.20
5	90	\$31.24	\$7.70	\$16.00	\$0.00	\$54.94
6	95	\$32.97	\$7.70	\$16.00	\$0.00	\$56.67

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
<i>LABORERS - ZONE 2</i>	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice-LABORER"

LABORER	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
<i>LABORERS - ZONE 2</i>	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.44	\$7.60	\$13.50	\$0.00	\$40.54
2	70	\$22.68	\$7.60	\$13.50	\$0.00	\$43.78
3	80	\$25.92	\$7.60	\$13.50	\$0.00	\$47.02
4	90	\$29.16	\$7.60	\$13.50	\$0.00	\$50.26

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.82	\$7.60	\$13.50	\$0.00	\$40.92
2	70	\$23.12	\$7.60	\$13.50	\$0.00	\$44.22
3	80	\$26.42	\$7.60	\$13.50	\$0.00	\$47.52
4	90	\$29.73	\$7.60	\$13.50	\$0.00	\$50.83

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.60	\$7.60	\$13.45	\$0.00	\$53.65
	12/01/2017	\$33.23	\$7.60	\$13.45	\$0.00	\$54.28
	06/01/2018	\$34.07	\$7.60	\$13.45	\$0.00	\$55.12
	12/01/2018	\$34.91	\$7.60	\$13.45	\$0.00	\$55.96
	06/01/2019	\$35.78	\$7.60	\$13.45	\$0.00	\$56.83
	12/01/2019	\$36.64	\$7.60	\$13.45	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS - ZONE 2	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2017	\$38.78	\$10.75	\$17.67	\$0.00	\$67.20
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Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.75	\$17.67	\$0.00	\$47.81
2	60	\$23.27	\$10.75	\$17.67	\$0.00	\$51.69
3	70	\$27.15	\$10.75	\$17.67	\$0.00	\$55.57
4	80	\$31.02	\$10.75	\$17.67	\$0.00	\$59.44
5	90	\$34.90	\$10.75	\$17.67	\$0.00	\$63.32

Notes:

Apprentice to Journeyworker Ratio: 1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2017	\$50.80	\$10.75	\$19.22	\$0.00	\$80.77
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.75	\$19.22	\$0.00	\$55.37
2	60	\$30.48	\$10.75	\$19.22	\$0.00	\$60.45
3	70	\$35.56	\$10.75	\$19.22	\$0.00	\$65.53
4	80	\$40.64	\$10.75	\$19.22	\$0.00	\$70.61
5	90	\$45.72	\$10.75	\$19.22	\$0.00	\$75.69

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	04/01/2017	\$35.47	\$9.90	\$18.50	\$0.00	\$63.87
	10/01/2017	\$36.32	\$9.90	\$18.50	\$0.00	\$64.72
	04/01/2018	\$37.17	\$9.90	\$18.50	\$0.00	\$65.57
	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.51	\$9.90	\$5.31	\$0.00	\$34.72
2	65	\$23.06	\$9.90	\$15.13	\$0.00	\$48.09
3	75	\$26.60	\$9.90	\$16.10	\$0.00	\$52.60
4	85	\$30.15	\$9.90	\$17.06	\$0.00	\$57.11

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.98	\$9.90	\$5.31	\$0.00	\$35.19
2	65	\$23.61	\$9.90	\$15.13	\$0.00	\$48.64
3	75	\$27.24	\$9.90	\$16.10	\$0.00	\$53.24
4	85	\$30.87	\$9.90	\$15.06	\$0.00	\$55.83

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New
Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37

Notes:
 Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint
Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62

Notes:
 Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92
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Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2)	09/01/2013	\$37.01	\$9.80	\$18.17	\$0.00	\$64.98
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	09/01/2013	\$37.01	\$9.80	\$18.17	\$0.00	\$64.98
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$50.05/2\$54.25/3\$58.46/4\$60.56/5\$62.66/6\$62.66/7\$66.87/8\$66.87

Apprentice to Journeyworker Ratio:1:3

PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.95	\$11.00	\$1.50	\$0.00	\$27.45
2	50	\$18.69	\$11.00	\$1.50	\$0.00	\$31.19
3	60	\$22.43	\$11.00	\$7.85	\$0.00	\$41.28
4	70	\$26.17	\$11.00	\$11.66	\$0.00	\$48.83
5	80	\$29.90	\$11.00	\$14.20	\$0.00	\$55.10

Notes:
 Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER LABORERS - ZONE 2	06/01/2017	\$33.40	\$7.60	\$13.50	\$0.00	\$54.50
	12/01/2017	\$34.03	\$7.60	\$13.50	\$0.00	\$55.13
	06/01/2018	\$34.87	\$7.60	\$13.50	\$0.00	\$55.97
	12/01/2018	\$35.71	\$7.60	\$13.50	\$0.00	\$56.81
	06/01/2019	\$36.58	\$7.60	\$13.50	\$0.00	\$57.68
	12/01/2019	\$37.44	\$7.60	\$13.50	\$0.00	\$58.54
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS LOCAL 59	06/01/2008	\$19.00	\$5.10	\$4.21	\$0.00	\$28.31
RECLAIMERS OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) CARPENTERS -ZONE 2 (Residential Wood)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2017	\$26.31	\$7.07	\$7.18	\$0.00	\$40.56
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. CARPENTERS -ZONE 2 (Residential Wood)	10/01/2017	\$26.93	\$7.07	\$7.18	\$0.00	\$41.18
	04/01/2018	\$27.35	\$7.07	\$7.18	\$0.00	\$41.60
	10/01/2018	\$27.77	\$7.07	\$7.18	\$0.00	\$42.02
	04/01/2019	\$28.20	\$7.07	\$7.18	\$0.00	\$42.45
	10/01/2019	\$28.63	\$7.07	\$7.18	\$0.00	\$42.88
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
2	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
3	65	\$17.10	\$7.07	\$7.18	\$0.00	\$31.35
4	70	\$18.42	\$7.07	\$7.18	\$0.00	\$32.67
5	75	\$19.73	\$7.07	\$7.18	\$0.00	\$33.98
6	80	\$21.05	\$7.07	\$7.18	\$0.00	\$35.30
7	85	\$22.36	\$7.07	\$7.18	\$0.00	\$36.61
8	90	\$23.68	\$7.07	\$7.18	\$0.00	\$37.93

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.16	\$7.07	\$0.00	\$0.00	\$23.23
2	60	\$16.16	\$7.07	\$0.00	\$0.00	\$23.23
3	65	\$17.50	\$7.07	\$7.18	\$0.00	\$31.75
4	70	\$18.85	\$7.07	\$7.18	\$0.00	\$33.10
5	75	\$20.20	\$7.07	\$7.18	\$0.00	\$34.45
6	80	\$21.54	\$7.07	\$7.18	\$0.00	\$35.79
7	85	\$22.89	\$7.07	\$7.18	\$0.00	\$37.14
8	90	\$24.24	\$7.07	\$7.18	\$0.00	\$38.49

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2017	\$41.36	\$11.10	\$13.80	\$0.00	\$66.26
	08/01/2017	\$42.46	\$11.10	\$13.80	\$0.00	\$67.36
	02/01/2018	\$43.61	\$11.10	\$13.80	\$0.00	\$68.51
	08/01/2018	\$44.71	\$11.10	\$13.80	\$0.00	\$69.61
	02/01/2019	\$45.86	\$11.10	\$13.80	\$0.00	\$70.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$11.10	\$3.44	\$0.00	\$35.22
2	60	\$24.82	\$11.10	\$13.80	\$0.00	\$49.72
3	65	\$26.88	\$11.10	\$13.80	\$0.00	\$51.78
4	75	\$31.02	\$11.10	\$13.80	\$0.00	\$55.92
5	85	\$35.16	\$11.10	\$13.80	\$0.00	\$60.06

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.23	\$11.10	\$3.44	\$0.00	\$35.77
2	60	\$25.48	\$11.10	\$13.80	\$0.00	\$50.38
3	65	\$27.60	\$11.10	\$13.80	\$0.00	\$52.50
4	75	\$31.85	\$11.10	\$13.80	\$0.00	\$56.75
5	85	\$36.09	\$11.10	\$13.80	\$0.00	\$60.99

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2017	\$41.61	\$11.10	\$13.80	\$0.00	\$66.51
<i>ROOFERS LOCAL 33</i>	08/01/2017	\$42.71	\$11.10	\$13.80	\$0.00	\$67.61
	02/01/2018	\$43.86	\$11.10	\$13.80	\$0.00	\$68.76
	08/01/2018	\$44.96	\$11.10	\$13.80	\$0.00	\$69.86
	02/01/2019	\$46.11	\$11.10	\$13.80	\$0.00	\$71.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	04/01/2016	\$35.60	\$10.70	\$14.79	\$1.83	\$62.92
<i>SHEETMETAL WORKERS LOCAL 17 - B</i>						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.24	\$10.70	\$3.51	\$0.87	\$29.32
2	45	\$16.02	\$10.70	\$3.95	\$0.94	\$31.61
3	50	\$17.80	\$10.70	\$9.33	\$1.15	\$38.98
4	55	\$19.58	\$10.70	\$9.33	\$1.21	\$40.82
5	60	\$21.36	\$10.70	\$12.08	\$1.32	\$45.46
6	65	\$23.14	\$10.70	\$12.31	\$1.38	\$47.53
7	70	\$24.92	\$10.70	\$12.54	\$1.44	\$49.60
8	75	\$26.70	\$10.70	\$12.77	\$1.51	\$51.68
9	80	\$28.48	\$10.70	\$12.99	\$1.57	\$53.74
10	85	\$30.26	\$10.70	\$13.22	\$1.63	\$55.81

Notes:

Apprentice to Journeyworker Ratio:1:3

SIGN ERECTOR <i>PAINTERS LOCAL 35 - ZONE 2</i>	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
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SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2017	\$50.47	\$8.77	\$17.20	\$0.00	\$76.44
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.66	\$8.77	\$8.70	\$0.00	\$35.13
2	40	\$20.19	\$8.77	\$8.70	\$0.00	\$37.66
3	45	\$22.71	\$8.77	\$8.70	\$0.00	\$40.18
4	50	\$25.24	\$8.77	\$8.70	\$0.00	\$42.71
5	55	\$27.76	\$8.77	\$8.70	\$0.00	\$45.23
6	60	\$30.28	\$8.77	\$10.20	\$0.00	\$49.25
7	65	\$32.81	\$8.77	\$10.20	\$0.00	\$51.78
8	70	\$35.33	\$8.77	\$10.20	\$0.00	\$54.30
9	75	\$37.85	\$8.77	\$10.20	\$0.00	\$56.82
10	80	\$40.38	\$8.77	\$10.20	\$0.00	\$59.35

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2017	\$49.70	\$10.75	\$19.22	\$0.00	\$79.67
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.75	\$19.22	\$0.00	\$54.82
2	60	\$29.82	\$10.75	\$19.22	\$0.00	\$59.79
3	70	\$34.79	\$10.75	\$19.22	\$0.00	\$64.76
4	80	\$39.76	\$10.75	\$19.22	\$0.00	\$69.73
5	90	\$44.73	\$10.75	\$19.22	\$0.00	\$74.70

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.70	\$7.60	\$14.35	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.42	\$7.60	\$14.35	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$48.58	\$7.60	\$14.75	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$50.58	\$7.60	\$14.75	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$40.65	\$7.60	\$14.75	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$42.65	\$7.60	\$14.75	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Marine Drilling						
BLASTER <i>MARINE DRILLING</i>	10/01/2005	\$27.83	\$3.40	\$4.50	\$0.00	\$35.73
BOAT CAPTAIN <i>MARINE DRILLING</i>	10/01/2005	\$22.97	\$3.40	\$3.90	\$0.00	\$30.27
BOAT MASTER <i>MARINE DRILLING</i>	10/01/2005	\$23.99	\$3.40	\$4.50	\$0.00	\$31.89
CORE DRILLER <i>MARINE DRILLING</i>	10/01/2005	\$21.93	\$3.40	\$3.30	\$0.00	\$28.63
CORE DRILLER HELPER <i>MARINE DRILLING</i>	10/01/2005	\$19.78	\$3.40	\$3.30	\$0.00	\$26.48
DRILLER <i>MARINE DRILLING</i>	10/01/2005	\$27.30	\$3.40	\$4.50	\$0.00	\$35.20
ENGINEER <i>MARINE DRILLING</i>	10/01/2005	\$27.29	\$3.40	\$4.50	\$0.00	\$35.19
HELPER <i>MARINE DRILLING</i>	10/01/2005	\$23.97	\$3.40	\$3.30	\$0.00	\$30.67
MACHINIST <i>MARINE DRILLING</i>	10/01/2005	\$27.03	\$3.40	\$3.90	\$0.00	\$34.33
OILER - MARINE DRILLING <i>MARINE DRILLING</i>	10/01/2005	\$23.97	\$3.40	\$3.30	\$0.00	\$30.67
TUG DECKHAND <i>MARINE DRILLING</i>	10/01/2005	\$19.14	\$3.40	\$3.30	\$0.00	\$25.84
WELDER <i>MARINE DRILLING</i>	10/01/2005	\$27.03	\$3.40	\$3.90	\$0.00	\$34.33
Op Eng Marine (Dredging Work)						
BOAT OPERATOR <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$25.29	\$5.20	\$2.95	\$0.00	\$33.44
CERTIFIED WELDER <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$26.84	\$5.20	\$3.25	\$0.00	\$35.29
CHIEF WELDER/ CHIEF MATE <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
DERRICK / SPIDER / SPILLBARGE OPERATOR <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
DRAG BARGE OPERATOR / WELDER / MATE <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$26.14	\$5.20	\$2.95	\$0.00	\$34.29
ENGINEER / ELECTRICIAN <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
LICENSED BOAT OPERATOR <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
LICENSED TUG OPERATOR OVER 1000HP <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$32.89	\$5.20	\$3.25	\$0.00	\$41.34
MAINTENANCE ENGINEER <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER - MARINE DIVISION <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$21.09	\$5.20	\$2.65	\$0.00	\$28.94
OPERATOR / LEVERMAN <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$32.89	\$5.20	\$3.25	\$0.00	\$41.34
RODMAN / SCOWMAN <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$21.09	\$5.20	\$2.65	\$0.00	\$28.94
SHOREMAN / DECKHAND <i>OPERATING ENGINEERS - MARINE DIVISION</i>	10/01/2011	\$21.09	\$5.20	\$2.65	\$0.00	\$28.94
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$26.61	\$7.50	\$1.80	\$0.00	\$35.91
	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$12.95	\$0.00	\$58.15
	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$44.35	\$7.50	\$15.83	\$0.00	\$67.68
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/28/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61	\$7.50	\$3.30	\$0.00	\$37.41
2	65	\$28.83	\$7.50	\$3.36	\$0.00	\$39.69
3	70	\$31.05	\$7.50	\$3.43	\$0.00	\$41.98
4	75	\$33.26	\$7.50	\$5.00	\$0.00	\$45.76
5	80	\$35.48	\$7.50	\$5.06	\$0.00	\$48.04
6	85	\$37.70	\$7.50	\$5.13	\$0.00	\$50.33
7	90	\$39.92	\$7.50	\$7.20	\$0.00	\$54.62

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
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TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
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TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
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TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
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This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
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This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
 Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Saquatucket Harbor Improvements Harwich, MA»

« »

THE OWNER:

(Name, legal status and address)

«Town of Harwich»« »

«732 Main St, Harwich, MA 02645 »

THE ARCHITECT:

(Name, legal status and address)

«Brown Lindquist Fenuccio & Raber Architects, Inc.»« »

«203 Willow St, Suite A Yarmouthport, MA 02675»

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, **9.9.2**, **9.10.1**, **13.5**

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, **13.5**

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
 Certificates of Inspection, Testing or Approval
 13.5.4
 Certificates of Insurance
 9.10.2, 11.1.3
Change Orders
 1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
 2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
 Claims and Timely Assertion of Claims
 15.4.1
Claims for Additional Cost
 3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
 3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
 Claims for Damages
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
 Claims Subject to Arbitration
 15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
 Commencement of the Work, Conditions Relating to
 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
 Completion, Conditions Relating to
 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
 Completion, Substantial
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
 Compliance with Laws
 1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
 Concealed or Unknown Conditions
 3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
 1.1.1, 6.1.1, 6.1.4
 Consent, Written
 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
 1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
 Construction Schedules, Contractor's
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
 5.4.1.1, 11.3.9, 14
 Contract Administration
 3.1.3, 4, 9.4, 9.5
 Contract Award and Execution, Conditions Relating to
 3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
 Contract Documents, Copies Furnished and Use of
 1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
 3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
 Contract Time
 3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
 Contractor's Employees
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

Fire and Extended Coverage Insurance

11.3.1.1

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
11.3.7

Information and Services Required of the Owner

2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of

1.1.7

Insurance

3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**

Insurance, Boiler and Machinery

11.3.2

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 11.1.2

Insurance, Loss of Use

11.3.3

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, **11.3**

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

Interest

13.6

Interpretation

1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12, 15.1.4

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, **3.8.3**, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, **7.3.7**, **9.3.2**, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
14, 15.2.8, 15.4

Liens

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 13.7, 15.4.1.1

Limitations of Liability

2.3, 3.2.2, 3.5, 3.12.10, 3.17, **3.18.1**, 4.2.6, 4.2.7,
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, **10.2.5**, 10.3.3, 11.1.2,
11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

Loss of Use Insurance

11.3.3

Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13,
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, **7.3.7**, **9.3.2**, 9.3.3,
9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 15.2.8

Mediation

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,
15.4.1

Minor Changes in the Work

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Notice

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1

Notice of Claims

3.7.4, 10.2.8, 15.1.2, 15.4

Notice of Testing and Inspections

13.5.1, 13.5.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Information and Services Required of the

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.4, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.3

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9, 11.3.1.5

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.7.4, 9.6.7, 9.10.3, 11.4

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.7.4, 9.6.7, 9.10.3, 11.4

Permits, Fees, Notices and Compliance with Laws

2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.3

**PROTECTION OF PERSONS AND PROPERTY
10**

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

**Review of Contractor's Submittals by Owner and
Architect**

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

**Review of Shop Drawings, Product Data and Samples
by Contractor**

3.12

Rights and Remedies

1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3.7

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
13.7

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of
9.10.2, 9.10.3

Surveys
2.2.3

Suspension by the Owner for Convenience
14.3

Suspension of the Work
5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor
14.1, 15.1.6

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6

Termination by the Owner for Convenience
14.4

Termination of the Architect
4.1.3

Termination of the Contractor
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work
9.3.2, 9.3.3

Transmission of Data in Digital Form
1.6

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3.7**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, **13.7**

Weather Delays

15.1.5.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,

9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,

9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, **14**,

15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,

15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work," means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all,” and “any,” and articles such as “the,” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner,” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor," means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and

completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor," is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor," does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor," is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor," in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day," as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate

for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract

Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk," or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk," or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described

above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor

a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim," also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

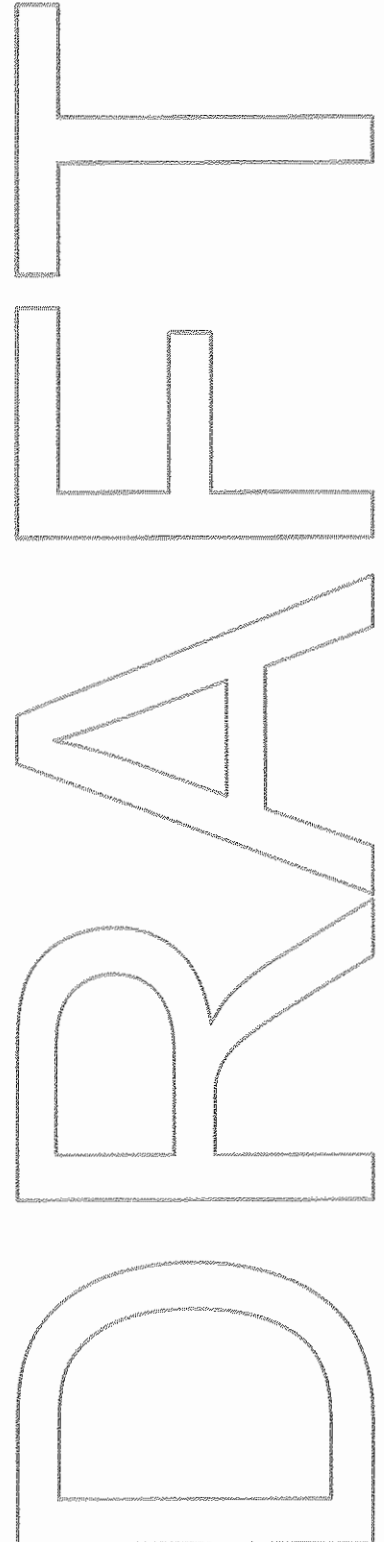
§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.





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Work Changes Proposal Request

PROJECT *(Name and address):*
Saquatucket Harbor Improvements
Harwich, MA
715 Main Steet
Harwich Port, MA 02646

PROPOSAL REQUEST NUMBER: 001

OWNER:

ARCHITECT:

DATE OF ISSUANCE: 11/20/2017

CONSULTANT:

OWNER *(Name and address):*
Town of Harwich
732 Main Street
Harwich, MA 02645

CONTRACT FOR: General Construction

CONTRACTOR:

FIELD:

CONTRACT DATE: 11/20/2017

OTHER:

FROM ARCHITECT *(Name and address):*
Brown Lindquist Fenuccio & Raber
Architects, Inc.
203 Willow Steet
Yarmouthport, MA 02675

ARCHITECT'S PROJECT NUMBER:

TO CONTRACTOR *(Name and address):*
Eastward Companies
155 Crowell Rd.
Chatham, MA 02633

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within SEVEN (7) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

The project team had been working diligently with the low bid general contractor since the general bid opening on 8/16/2017. The results of this "value engineering" effort are generally outlined in the attached letter from Eastward Companies culminating in total project savings of **(\$147,705)** which will serve to reduce the contract price via change order to **\$2,649,633**. The contractor is instructed to provide a detailed proposed change order itemizing all deducts and adds to the project resulting in contract reduction of **\$147,705**. This proposed change order should contain all necessary back up materials to support the change values.

ATTACHMENTS *(List attached documents that support description):*

"Value Engineering" proposed cost savings letter from Eastward Companies (Low Bid General Contractor)

REQUESTED BY THE ARCHITECT:

(Signature)

Timothy Sawyer, Project Architect/ Manager
(Printed name and title)

EASTWARD COMPANIES

Gentlemen,

As you know we have been doing extensive research on what cost saving measures could be taken to help get this project started and closer to the budget. The cost of the helical piles along with the concrete foundation was not as significant as we had hoped. We solicited pricing from 5 vendors in order to find the vendor with the biggest cost savings. The combination of using only helical piles and having a concrete foundation on top of the helical piles for the Harbormaster Building created a combination that doesn't allow for much VE savings. After discussing the options at length, we think it would be best to use timber piles for the Harbormaster Building Foundation and Helical Piles for the remainder (boardwalk and deck foundation). This would eliminate the cost of using 58 Helical piles and adding the cost of a concrete foundation and come back to a Timber Pile foundation (using 32 Timber piles).

There were multiple vendor questions submitted to the engineers via Tim Sawyer which were answered but the overall consensus was that the design seemed excessive on the Helical pile foundation for the Harbormaster Building

Here is as summary of our proposed cost savings:

Our Bid Price: \$2,797,338

Value Engineering Savings Including Roofing, Gutters, Radiant Floor Heat Removal, Solar Shade Fin Removal, Elimination of decking, PVC trim change= (\$92,414)

Value Engineering Savings based on using timber piles for Harbormaster Building Foundation and Helical Piles on Boardwalk and Deck Foundation = (\$55,291)

Total Cost Savings = (\$147,705)

Revised Contract Price: \$2,649,633

At \$2,649,633 the septic project is \$239,000 would bring the total to \$2,888,633 which would leave \$111,367 for a contingency or to use toward the parking lot portion of work. This would allow the project to get underway and if we can capture additional cost saving measures as we go along that would be a bonus.

At this point Eastward Companies would not be able to sign a contract with June 25th as a completion date. We would, however, be willing to get to work ASAP to get the project completed as quickly as possible. We have some ideas as to how to expedite the building process as well.

We are happy to meet and discuss this if you would like.

Thank you,


Lisa Norcross
Eastward Companies

TA Preliminary Funding		TOWN OF HARWICH CAPITAL BUDGET REQUEST SUMMARY (FY 19 TO 25)										Original 9/22/2017	Revision #: 11/15/2017	
Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	(CPC Art.Pend) COC Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
ADMINISTRATION														
Admin	Harwich Center Initiative - Streetscape Only							\$ 50,000	\$ 500,000					Potential TIP Funds
Admin	Albro House - Status Assessment	1A	CPC - Historic		\$ 2,500	Under \$50K	\$ 2,500							CPC - Historic (Housing?)
Admin	Walkway Reconstruction Rte 28 SAQ to Harwichport	3B	FC		\$ 250,000	\$ 250,000	\$ 250,000							Town or MassDOT
Admin	Walkway Reconstruction Bank Street Center to Rte 28	2B				\$ -		\$ 231,000						
Admin	Demolition of Former West Harwich School on Bells Neck	2B	FC		\$ -	Under \$50K	\$ 30,000	\$ -	\$ -					Keep land Gen. Mun. Use
Admin	Two Year Plan in Place for Reuse of Middle School Building on Sisson	1B							\$ 50,000					Placeholder ONLY
ADMIN SUB-TOTAL					\$ 252,500	\$ 250,000	\$ 282,500	\$ 281,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	
CEMETERY														
Cemetery	Mount Pleasant Cemetery Gravestone Conservation	1A	CPC - Historic		\$ 47,000	Under \$50K	\$ 47,000							CPC - Historic
Cemetery	Pet Crematory	1A	Cemetery Rev.		\$ 486,000	\$ 486,000	\$ 486,000							\$345K Steel Building \$141K Cont
Cemetery	BLP 500 M2 Animal Cremation Retort (Cremation Device)	1A	Cemetery Rev.		\$ 91,950	\$ 91,950	\$ 91,950							New Revenue to Offset Costs
Cemetery SUB-TOTAL					\$ 624,950	\$ 577,950	\$ 624,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
COMMUNITY CENTER														
Community Center	Computer Replacement Entire Building	1A	OB		\$ 15,600	Under \$50K	\$ 15,600							
Community Center	Roof Replacement- (See Facility Maintenance)	1B								\$ -	\$ -	\$ -		
Community Center	Generator Replacement (See Facility Maintenance)	1A								\$ -	\$ -	\$ -	\$ -	
Community Center	Basement Constructions of Public Records Storage	1B	CPC-Historic		\$ 62,028	\$ -	\$ 62,028							CPC - Historic
COMMUNITY CENTER SUB-TOTAL					\$ 77,628	\$ -	\$ 77,628	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONSERVATION														
Conservation	Harwich Artificial Reef (Additional Project)	1B					\$ -			\$ 250,000	\$ -			
Conservation	Preservation of the Judah Eldredge Property	1A	CPC - OS		\$ 319,000	\$ 319,000	\$ 369,000							CPC-Open Space
	Preservation of the Judah Eldredge Property		FC		\$ 50,000	\$ 50,000								(COC Approves Pending CPC)
Conservation/REOS	Eldridge/Cornelius Pond Property - Conservation Restriction over 15 Acres		CPC - OS		\$ 25,000		\$ 200,000							CPC-Open Space (HCT \$850K)
	Eldridge/Cornelius Pond Property - Conservation Restriction over 15 Acres		CPC - Un		\$ 175,000									
Conservation	Shore Stabilization/Jetty Extension Red River Beach	1B						\$ 100,000	\$ -					
CONSERVATION SUB-TOTAL					\$ 0	\$ 569,000	\$ 369,000	\$ 569,000	\$ 100,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -
ENGINEERING														
Engineering	MS4 Municipal Surface Drainage Plan and Improvements		OB		\$ 25,000	Under 50K	\$ 25,000		\$ 250,000					FY 21 Very Preliminary
Engineering	Pleasant Lake Avenue Crossing Lights		CPC - Rec.		\$ 27,000	Under 50K	\$ 27,000							CPC - Recreation
ENGINEERING SUB-TOTAL					\$ 52,000	\$ -	\$ 52,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	
Facility Main.-DPW														
Facility Main.-DPW	Community Center HVAC Controls (Included below)	1						\$ -						
Facility Main.-DPW	Update and Replace the Town's Energy Management System for HVAC (All)	1A	FC		\$ 140,000	\$ 140,000	\$ 140,000							
Facility Main.-DPW	Library Preservation (Supplemental Appropriation for Exterior of Building)	1A	CPC - Historic		\$ 300,000		\$ 300,000							CPC - Historic
	Library Preservation (Supplemental Appropriation for Exterior of Building)		CPC - Un.		\$ -									Based upon Bids Received
	Budgetary Transfer from Existing Appropriation		RPA											
	Additional Appropriation		FC		\$ -									
Facility Main.-DPW	Carpet - (Community Center and Town Hall)	1B	FC		\$ 130,000	\$ 130,000	\$ 130,000							
Facility Main.-DPW	Highway Barn Metal Roof- Insulation	1B						\$ 230,500						
Facility Main.-DPW	Facility Maintenance Workshop Facility	1B						\$ 250,000						Treasure Chest Could be used
Facility Main.-DPW	Brooks Library Roof	1B							\$ 135,000					
Facility Main.-DPW	Record Storage in Community Center (See Community Center)	1B												
Facility Main.-DPW	Community Center Generator	1B								\$ 99,000				
Facility Main.-DPW	Community Center Fence	1B								\$ 52,000				
Facility Main.-DPW	Community Center Condensing Units	1B									\$ 275,000			
Facility Main.-DPW	Community Center Roof	1B										\$ 240,000		
Facility Main.-DPW	Library Boiler Replacement	1B											\$ 120,000	
Facility Main.-DPW	Community Center Boiler	1B											\$ 120,000	
Facility Main.-DPW	Albro/Brooks Academy Boilers	1B	FC		\$ 40,000	Under \$50K	\$ 40,000							
FACILITY MAINTENANCE SUB-TOTAL					\$ 610,000	\$ 270,000	\$ 610,000	\$ 480,500	\$ 135,000	\$ 151,000	\$ 275,000	\$ 240,000	\$ 240,000	

Department	Project	P	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
FIRE														
Fire	Police and Fire Radio System (Phase Implementation of Units)	1			\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	
Fire	Phase Two - Townwide Radio System		FC		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000						
Fire	Deputy Chief Vehicle Replacement		FC		\$ -	Under \$50K	\$ 48,000							
Fire	Air Pack Replacement Program - (Town Funded Portion)		FC		\$ 15,000	\$ 15,000	\$ 15,000							
Fire	Air Pack Replacement Program - (Federal/State Grant Funded Portion)		Grants		\$ 285,000	\$ 285,000	\$ 285,000							
Fire	Ambulance Replacement Program	1	FC		\$ 340,000	\$ 340,000	\$ 340,000		\$ 357,500		\$ 375,375		\$ 394,145	
Fire	Pumper Truck Replacement Scheduled	1						\$ 600,000	\$ -					
Fire	Ladder Truck Replacement	1								\$ 1,350,000	\$ -	\$ -		
Fire	Station 2 Building Upgrade (Construction)	1B	DE		\$ 6,050,000	\$ 6,050,000	\$ 5,800,000			\$ -				
FIRE SUB-TOTAL					\$ 6,790,000	\$ 6,790,000	\$ 6,588,000	\$ 900,000	\$ 557,500	\$ 1,550,000	\$ 575,375	\$ 200,000	\$ 394,145	
GOLF														
Golf	Landscape Reclamation and Major Tree Removal	1	Golf Fees		\$ 35,000	Under \$50K	\$ 35,000	\$ 35,000	\$ -					
Golf	Landscape and Hardscape & Operational/Safety Projects in Traffic Config.	1	Golf Fees		\$ 50,000	\$ 50,000	\$ 50,000							
Golf	Build New Cart Path (Hole #12, FY 19; #10 FY20, #6 FY 20 (\$24K) #1 FY 21)	1	Golf Fees		\$ 24,000	Under \$50K	\$ 24,000	\$ 74,000	\$ 10,000					
Golf	Improvements to Net at Driving Range	1	Golf Fees						\$ 28,000	\$ 30,000				
Golf	New Tee Box Improvements (#11 in FY 20),	1	Golf Fees					\$ 24,000						
Golf	Golf Course Irrigation Update and System Rebuild	1	Golf Fees		\$ -		\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	
GOLF SUB-TOTAL					\$ 109,000	\$ 50,000	\$ 109,000	\$ 183,000	\$ 88,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ -	
HARBORMASTER														
Harbormaster	Supplement Saquatucket Harbor Landside Renovations and Improvements	1A	RPA		\$ 90,000	\$ -	\$ 650,000	\$ -	\$ -	\$ -				Garage Component Bid Separate
	CPC Grant related to SAQ Supplement (\$250K ADA Boardwalk)	73R	CPC- Rec		\$ -	\$ -	\$ 250,000		\$ -					CPC- Rec (Supplemental Grant)
	ADA Grant related to SAQ Supplement (State Grant \$250K Due by Nov 1)		Grants											
	Seaport Grant for Landside (Requested \$1.0 m decision Pending Jan 2018)		Grants											
Harbormaster	Wixon Dock Landside Improvements	1B			\$ -	\$ -	\$ -	\$ 50,000		\$ -				
Harbormaster	Herring River Ramp Replacement	1A							\$ 200,000	\$ -				
Harbormaster	Allen Harbor Jetty Reconstruction Study and Construction	1A					\$ 56,000			\$ 2,000,000				
Harbormaster	SAQ Harbor North & East Bulkhead (Offloading Area) Reconstruction	1A									\$ 1,000,000			
Harbormaster	Wychmere Outer Harbor Dredging	1B								\$ -	\$ -	\$ 500,000		
Harbormaster	Study - Wychmere Outer Harbor Jetty	2C								\$ -			\$ 75,000	
HARBORMASTER SUB-TOTAL				0	\$ 90,000	\$ -	\$ 956,000	\$ 50,000	\$ 200,000	\$ 2,000,000	\$ 1,000,000	\$ 500,000	\$ 75,000	
LIBRARY														
Library	Library Interior Modifications/Renovations	A			\$ -	\$ -	\$ -	\$ -	\$ 100,000					
Library	Supplemental Library Exterior Preservation(See Facility Maintenance)	1A	CPC - Historic		\$ -	\$ -	\$ -		\$ -					CPC - Historic
	Supplemental Library Exterior Preservation (Funding Only)		RPA											
Library	Library Preservation and Digitization of Harwich Oracle Newspaper	A	CPC - Historic		\$ 10,340	Under \$50K	\$ 10,340	\$ -		\$ -				CPC - Historic
LIBRARY SUB-TOTAL					\$ 10,340	\$ -	\$ 10,340	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	
NATURAL RESOURCES														
Natural Resources	Hinckley's Pond Restoration and Public Access Area off of Route 124 (Pond)	1A	CPC-OS/Un.		\$ 450,000	\$ 450,000	\$ 600,000							CPC-OS
	Hinckley's Pond Restoration and Public Access Area off of Route 124 (Pond)		FC		\$ 150,000	\$ 150,000								
	Hinckley's Pond Restoration and Public Access Area off of Route 124 (Rec)		CPC- Rec.		\$ 75,000	\$ 75,000	\$ 75,000							CPC- Rec.
Natural Resources	Ford F-150 for Natural Resources Dept	1	FC			Under \$50K	\$ 29,103							
NATURAL RESOURCES SUB-TOTAL					\$ 675,000	\$ 675,000	\$ 704,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PLANNING														
Planning	Housing Trust/PT Housing Coordinator	1	CPC-Housing		\$ 295,000	\$ -	\$ 500,000	TBD	TBD	TBD	TBD	TBD	TBD	CPC-Housing
Planning	Local Comprehensive Plan Update	2						\$ 200,000						
PLANNING SUB-TOTAL					\$ 295,000	\$ -	\$ 500,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	
POLICE														
Police	Taser Replacement (5 year Program - 3 years to Pay)		FC		\$ 36,000	\$ 36,000	\$ 36,000	\$ 13,700	\$ 14,400		\$ -	\$ 37,000	\$ 15,000	
Police	Replacement of Bullet Resistant Vests (Town Portion (Project 60%))					Under \$50K	\$ -				\$ 24,000			Below Capital Threshold
	Replacement of Bullet Resistant Vests (Federal 40% State ? Has been 40%)										\$ 16,000			
Police	Ballistic Helmets					Under \$50K	\$ -						\$ 20,000	Below Capital Threshold
Police	Digital Fingerprint Machine (Normal Replacement)					Under \$50K	\$ -			\$ 30,000				Below Capital Threshold
Police	Electronic Sign Board					Under \$50K	\$ -					\$ 24,000		Below Capital Threshold
POLICE SUB-TOTAL					\$ 36,000	\$ 36,000	\$ 36,000	\$ 13,700	\$ 14,400	\$ 30,000	\$ 40,000	\$ 61,000	\$ 35,000	

Department	Project	P	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
PUBLIC WORKS														
Public Works	5 Year Road Maintenance Plan	1B	DE		\$ 700,000	\$ 700,000	\$ 1,400,000	\$ 1,405,210	\$ 1,494,125	\$ 1,396,072	\$ 1,400,000	TBD	TBD	
			Ch. 90		\$ 700,000	\$ 700,000								
Public Works	West Harwich Route 28 Design(\$100K in FY 19 & Construction via Fed Funds)		Incl. in 5-Yr Pl.		\$ -		See Note			\$ 50,000				Design Questions During Con.
	West Harwich Route 28 Design(Construction via Fed Funds)		TIP Fed Grant							\$ 5,600,000				
Public Works	Lower County Road (Maintenance /Not Federal TIP Funds)	1	DE		\$ -	\$ -	\$ -	\$ 4,500,000						Local Funding not TIP request
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)	1A			\$ -	\$ -	\$ -	\$ -	\$ 600,000					Delay because other actions
Public Works	Highway Barn Metal Roof- Insulation (See Facility Maintenance)	1												
Public Works	Ford F-350 Dump Truck - Cemetery #18	1	FC		\$ 80,000	\$ 80,000	\$ 80,000							
Public Works	Ford F-250 Pick Up - Highway #23	1	FC		\$ 55,000	\$ 55,000	\$ 55,000							
Public Works	Ford F-350 Dump Truck - Park #16	1	FC		\$ 80,000	\$ 80,000	\$ 80,000							
Public Works	Johnston Sweeper Body - Highway #30	2	FC		\$ -	\$ -	\$ 125,000							
Public Works	Vehicle Listing (FY 18 to 24) Summary	E1					\$ -	\$ 365,000	\$ 325,000	\$ 320,000	\$ 325,000	\$ 320,000	\$ 405,000	
PUBLIC WORKS SUB-TOTAL					\$ 1,615,000	\$ 1,615,000	\$ 1,740,000	\$ 6,270,210	\$ 2,419,125	\$ 7,366,072	\$ 1,725,000	\$ 320,000	\$ 405,000	
REC & YOUTH														
Rec & Youth	2018 Ford Transit Passenger Wagon	1	FC		\$ 35,000	Under \$50K	\$ 35,000	\$ -						
Rec & Youth	Bank Street Beach parking Lot Paving /Overlay	1B	FC		\$ 80,000	\$ 80,000	\$ 98,000	\$ -	\$ -					
Rec & Youth	Pleasant Road Beach Parking Lot Paving/Overlay	1B							\$ -	\$ 112,000		\$ -		
Rec & Youth	Sand Pond Restrooms and Playground Improvements						\$ -					TBD		
Rec & Youth	Whitehouse Field Scoreboard Replacement		CPC - Rec		\$ -		\$ -	\$ 80,000						CPC - Rec
Rec & Youth	Brooks Park Phase V - Comprehensive Light Plan	1	CPC - Rec		\$ 333,500		\$ 333,500	\$ -						CPC - Rec
Rec & Youth	Red River Beach Restroom Renovations	1B						\$ 125,000	\$ -					
Rec & Youth	Cahoon Road Beach Restroom						\$ -			\$ 125,000				
RECREATION AND YOUTH SUB-TOTAL					\$ 448,500	\$ 80,000	\$ 466,500	\$ 80,000	\$ 125,000	\$ 112,000	\$ 125,000	\$ -	\$ -	
TOWN CLERK														
Town Clerk	Records Retention - Contracting out Records Review and Reduction (TH)	1	CPC - Historic		\$ 40,000	Under \$50K	\$ 40,000							CPC - Historic
	Records Retention - Contracting out Records Review and Reduction (O)		Other		\$ 40,000		\$ 40,000							
Town Clerk	Voting Machines - Updates and Enhancements	1				Under \$50K				\$ 32,500				
TOWN CLERK SUB-TOTAL					\$ 80,000	\$ -	\$ 80,000	\$ -	\$ -	\$ 32,500	\$ -	\$ -	\$ -	
WASTEWATER														
Wastewater	Tie-In Costs to Pipes and Pump Station to Chatham	1A	DE*		\$ 2,150,000	\$ 2,150,000	\$ 2,150,000	\$ -	\$ -					
Wastewater	CWMP Implementation Services	2	OB		\$ 20,000	Under \$50K	\$ 20,000							
Wastewater	Pleasant Bay(South)Watershed Collection System Construction	1A	DE*		\$ 20,280,000	\$ 20,280,000	\$ 20,280,000	\$ -	\$ -	\$ -	\$ 800,000	\$ 12,600,000	\$ -	North portion in FY 22/24
Wastewater	Restoration of Hinckley's Pond (See under Natural Resources)	1B			\$ -	\$ -		\$ -	\$ -					
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Action	1C								\$ 40,000	\$ 260,000	\$ -		
WASTEWATER SUB-TOTAL					\$ 22,450,000	\$ 22,430,000	\$ 22,450,000	\$ -	\$ -	\$ -	\$ 840,000	\$ 12,860,000	\$ -	
WATER														
Water	Lower County Road Project (Waterline Service Replacement Work)	1B	Water E.		\$ 1,018,700	\$ 1,018,700	\$ 1,018,700							(Must be done before DPW)
Water	New Water Source North Harwich Exploration and Development (D&C)	2B			\$ -		\$ -	\$ -		\$ 250,000	\$ 3,000,000			
Water	2018 Ford Super Duty F-350 with Box (2 units in 2019)	1	Water E.		\$ 110,000	\$ 110,000	\$ 110,000							
Water	Wells and Pump Access Asphalt Management Plan	3B	Water E.		\$ 175,000	\$ 175,000	\$ 175,000					\$ 175,000		
Water	Pleasant Lake Avenue Tank Rehabilitation	1							\$ 1,500,000	\$ -		\$ 1,750,000		
Water	Engineering for Asbestos Pipe Project	1							\$ 250,000	\$ 1,000,000	\$ -			
Water	Construction/Renovation Asbestos Pipe Project	1										TBD		
Water	Vehicle Replacements (Excavator FY18 and Equipment in FY 23)	1			\$ -		\$ -	\$ -	\$ 75,000					
WATER SUB-TOTAL					\$ 1,303,700	\$ 1,303,700	\$ 1,303,700	\$ -	\$ -	\$ 1,825,000	\$ 1,250,000	\$ 3,175,000	\$ 1,750,000	
GRAND TOTALS					\$ 36,088,618	\$ 34,446,650	\$ 37,159,721	\$ 8,558,410	\$ 4,439,025	\$ 13,396,572	\$ 5,880,375	\$ 17,406,000	\$ 2,899,145	\$ 89,739,248
							Excludes Items under \$50K							
Non-Town/Private	CPC Applications													
CDP	Community Development partnership - Cape Housing Institute		CPC - Housing		\$ 10,000		\$ 10,000							CPC - Housing
Habitat of Cape Cod	93 & 97 Main Street Route 28 (6 homes subsidy X \$50K each)		CPC - Housing		\$ 300,000		\$ 300,000							CPC - Housing
Harwich Housing A.	Buy Down Purchase Program		CPC - Housing		\$ 135,000		\$ 400,000							CPC - Housing
GRAND TOTAL INCLUDING Non-Town					\$ 36,533,618									
Non-Town/Private	TOTAL CPC Requests						\$ 710,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Department	Project	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
Funding Summary													
	Tax Levy			\$ -	Admin	\$ 282,500	\$ 281,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	
	Borrowing within Prop 2 1/2			\$ -	Cem./Com.Ctr	\$ 702,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	FC - Free Cash			\$ 1,581,000	Cons./Engine.	\$ 621,000	\$ 100,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	
	RPA - Reauthorized Previous Appropriation			\$ 90,000	Facility Main.	\$ 610,000	\$ 480,500	\$ 135,000	\$ 151,000	\$ 275,000	\$ 240,000	\$ 240,000	
	Community Preservation Funds			\$ 2,606,368	Fire	\$ 6,588,000	\$ 900,000	\$ 557,500	\$ 1,550,000	\$ 575,375	\$ 200,000	\$ 394,145	
	Cemetery Revenue (General Fund)			\$ 577,950	Golf	\$ 109,000	\$ 183,000	\$ 88,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ -	
	Debt Exclusion			\$ 29,180,000	Harbor	\$ 956,000	\$ 50,000	\$ 200,000	\$ 2,000,000	\$ 1,000,000	\$ 500,000	\$ 75,000	
	Grants			\$ 285,000	Library	\$ 10,340	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	
	Golf Maintenance Fund			\$ 109,000	Nat. Resources	\$ 704,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Chapter 90			\$ 700,000	Planning	\$ 500,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	
	Gifts			\$ -	Police	\$ 36,000	\$ 13,700	\$ 14,400	\$ 30,000	\$ 40,000	\$ 61,000	\$ 35,000	
	Enterprise Account (Water)			\$ 1,303,700	Public Works	\$ 1,740,000	\$ 6,270,210	\$ 2,419,125	\$ 7,366,072	\$ 1,725,000	\$ 320,000	\$ 405,000	
	OB - Operating Budget			\$ 60,600	Rec. & TC	\$ 546,500	\$ 80,000	\$ 125,000	\$ 144,500	\$ 125,000	\$ -	\$ -	
	Other:			\$ 40,000	Wastewater	\$ 22,450,000	\$ -	\$ -	\$ -	\$ 840,000	\$ 12,860,000	\$ -	
				\$ 36,533,618	Water	\$ 1,303,700	\$ -	\$ -	\$ 1,825,000	\$ 1,250,000	\$ 3,175,000	\$ 1,750,000	GRAND TOTAL SEVEN YEARS
				\$ -	TOTAL	\$ 37,159,721	\$ 8,558,410	\$ 4,439,025	\$ 13,396,572	\$ 5,880,375	\$ 17,406,000	\$ 2,899,145	\$ 89,739,248

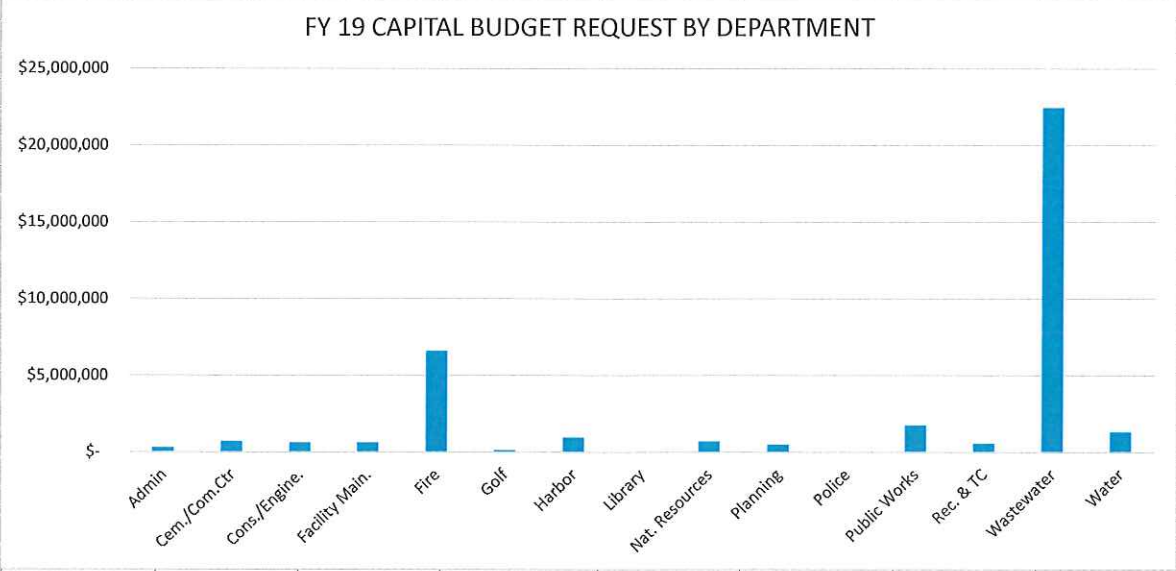
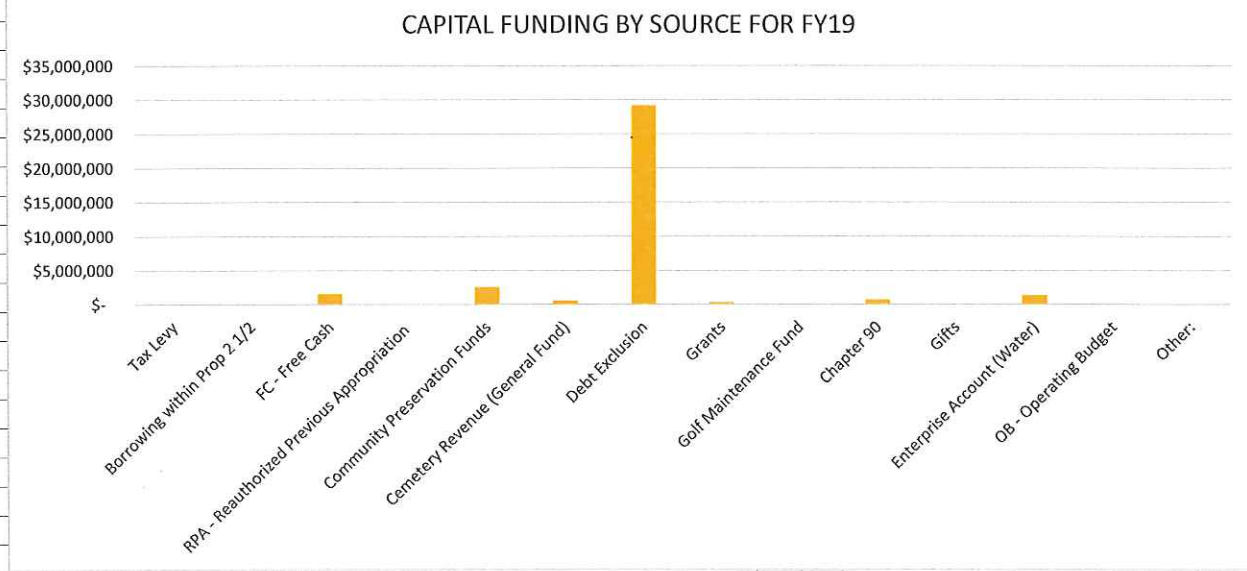
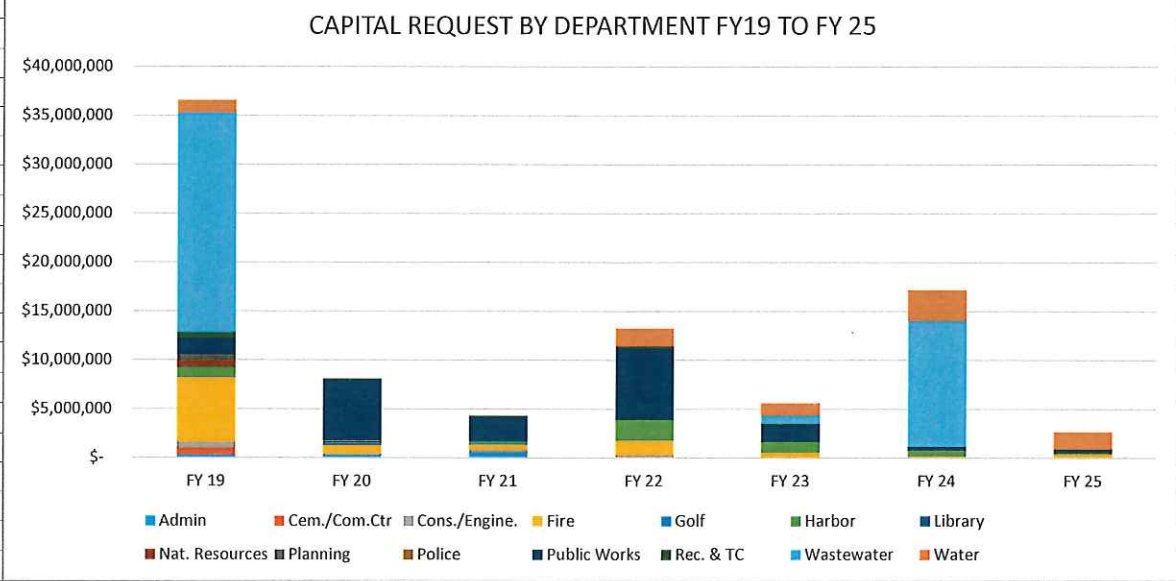
* NOTE: THE WASTEWATER DEBT EXCLUSION IS A FULL AUTHORIZATION OF \$22.43 MILLION VOTE

THE IMA WITH CHATHAM, COLD BROOK PROJECT AND DESIGN OF THE SYSTEM WERE INCLUDED IN FY 18

Total of Debt Exclusion Wastewater 2019 \$ 22,450,000

THE FY 19 APPROPRIATION IS TO CONSTRUCT THE PHASE TWO SYSTEM IN THE SOUTHERN AREA OF PLEASANT BAY WATERSHED.

FREE CASH	Available Free Cash	\$	Community Preservation
Capital Budget Items		\$ 1,581,000	Available (10/24/17*)
Monomoy Capital Assessment		\$ 225,000	UND./Rec. \$ 1,083,854
Snow and Ice		\$ 500,000	Open Sp. \$ 346,387
OPEB		\$ 250,000	Historic \$ 561,214
Cultural Center Operations Subsidy		\$ 125,000	Housing \$ 741,353
Stabilization		\$ 800,000	TOTAL \$ 2,732,809
Chamber of Commerce		\$ 25,000	REQUEST TOTALS
Libraries		\$ 20,000	UND./Rec. \$ 685,500
Cultural Council		\$ 3,000	Open Sp. \$ 1,169,000
Operating Budget Small Capital Items		\$ 25,000	Historic \$ 461,868
Prior Years Unpaid Bills		\$ 20,000	Housing \$ 1,210,000
Available Balance		\$ 2,156	TOTAL \$ 3,526,368
TOTAL ALLOCATED		\$ 3,574,000	Funding Admin.Rec. Variant by Cat.
			UND./Rec. \$ 1,060,500 \$ 23,354
			Open Sp. \$ 344,000 \$ 2,387
CPC Variant from Requests to Available Funding		\$ (793,559)	Historic \$ 461,868 \$ 99,346
CPC Variant from Town Administrator Suggested Allocation		\$ 126,441	Housing \$ 740,000 \$ 1,353
*Available Revenue includes FY 2018 and Partial Fy 18 Collection and Turnbacks			TOTAL \$ 2,606,368



OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark, Town Administrator

Date: November 14, 2017

Re: **Hours for Holiday Season**

In the spirit of the holidays, I recommend that the Board of Selectmen declare Friday, December 22, 2017 and Tuesday, December 26, 2017 as Selectmen's Holidays. Employees would work the balance of the week as called for in their contract (e.g. Town Hall employees would work until 4:00 p.m. on Wednesday and Thursday and until 12:00 noon on Friday of Christmas week).

Best wishes this holiday season and in the coming year.

From: Jannell Brown
Sent: Tuesday, November 14, 2017 9:14 AM
To: Michael D. MacAskill
Subject: Agenda item asap

Dear Michael

I am requesting that we have a discussion about the community center hours. As I have stated in a previous email I would like to discuss this now so that we can have policy in place for the cold winter months and December school vacation.

Thanks

Jannell

Town Of Harwich, Massachusetts
SEWER USE RULES AND REGULATIONS
December, 2015

HIGHLIGHTS

REGULATION OF SEWER FLOW

Section 1. Existing Structures.

Any structure in existence on July 1, 2016, regardless of its flow, may maintain that flow. No person shall modify an existing structure or change its use so as to increase its wastewater flow. Design criteria contained in 310 CMR 15.203, and any Board of Health Regulation modifying such, shall be used to determine whether a proposed modification or change in use shall constitute an increase in wastewater flow. Expansion or modification of existing structures, which may result in increased flow, shall not be allowed unless the increase is in compliance with the Board of Health's Regulations in effect on July 1, 2016.

Section 3. Undeveloped Parcels.

For the purpose of determining wastewater flow, any existing lot, otherwise qualified, may be permitted for that wastewater flow as determined under the Board of Health's Regulations in effect on July 1, 2016, or 310 CMR 15,000 et. Seq, whichever is less.

BUILDING SEWERS AND CONNECTIONS

Section 2. There shall be two (2) classes of building sewer permits for: (a) residential and commercial service and (b) service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the Town of Harwich. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Superintendent and Director of the Health Department. A permit and inspection fees connection charges, and inspection fee shall be paid at the time the application is filed.

Section 3. All costs and expenses incident to the installation and connection of the building sewer to the sewer works shall be borne by the owner. The owner shall indemnify the Town from any loss or damage that may occur either directly or indirectly or occasioned by the installation or repair of the building sewer. Construction of all building sewers shall be performed only by a Licensed Utility Installer.

Section 4. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private or public sewer is available or can be constructed to the rear building through either: an adjoining alley, courtyard, driveway, or easement. If these conditions exist, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Section 5. Old building sewers may be used to connect new buildings only when they are found, on examination and test, to meet all requirements of these rules and regulations and are approved by the Superintendent.

Properties with building sewers that will be connected to the sewer system from a septic system, a portion of the existing pipe may be used as part of the building lateral to a public sewer or to a pumping system only if it meets the requirements in the previous paragraph.

Section 6. A property that is generating wastewater, where a common sewer is available for connection, shall be connected to the common sewer, within one year (365) days of written notification from the Board of Health, unless the Board determines a different connection schedule following a public hearing. For new construction, connection to the common sewer, where a common sewer is available for connection, shall be completed prior to the issuance of a Certificate of Occupancy.

USE OF THE PUBLIC SEWER

Section 1. No person shall discharge or cause to be discharged any stormwater, surface water, ground water, roof runoff water, subsurface drainage water, uncontaminated cooling water or unpolluted industrial waters to any sanitary sewer.

Section 3. Cleaning, maintaining, and repairing of building sewers, from the building to the property line at the street, shall be done at the expense of the owner, provided there is a manhole or cleanout at the property line. If there is no manhole or cleanout at the property line, the owner shall be responsible for the building sewer from the building to the public sewer.

DESIGN OF SEWERS

New sanitary sewers and all extensions to sanitary sewers owned and operated by the Town of Harwich shall be either gravity sewers or low pressure sewers in accordance with the Town's approved wastewater treatment facility plan, and shall be designed by a professional engineer licensed to practice in the Commonwealth of Massachusetts, in accordance with the Guides for the Design of Wastewater Treatment Works (TR-16), and in strict accordance with appropriate Massachusetts codes and the Town of Chatham Rules and Regulations of the Sewer Department. Plans and specifications shall be submitted to and approved by the Director before initiating any construction. The design shall anticipate and allow for flows from all possible future extensions or development within the immediate drainage area in conformance with Town planning documents.

Section 9a. Plumbers and private contractors, of established reputation and experience, who have paid the required filing fees, as stated in Section 13b, and have provided the required license and permit bonds, as stated in Section 13c, and have submitted a Certificate of Insurance with required coverage, as stated in Section 13d, may be approved by the Director as a Licensed Utility Installer (L.U.I.).

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



To: Board of Selectmen

From: Christopher Clark, Town Administrator

Re: Weekly Report November 6 - 9, 2017

Date: November 15, 2017

On Monday, during the morning I attended and Army Corp of Engineers Post Construction Compliance Meeting for Muddy Creek with Conservation representatives and Chatham officials. Later in the morning I met with Matt Hart to go over various Waterway and Disability issues. The afternoon consisted of signing materials and then we conducted an interview of a candidate for a Health Position. I then prepared for the BOS Meeting and attended the meeting.

On Tuesday, started with our meeting follow up session in the office. I then conducted a meeting with various Town Department Heads to discuss becoming a Green Community. I then conducted a review of the Natural Resources Capital Requests. I had a personal errand to run during lunch. After lunch, I met with Golf Representatives to review their Capital Budget Items and the Golf Infrastructure Improvement Project. I then met with Recreation Director. I also did some preparation work for Capital Outlay Committee.

Wednesday started with the meeting with the Chair to go over the agenda. I then worked on revisions for the Capital Budget Summary in preparation for meeting tonight. Various other issues emerged during the morning that needed to be attended. I then left to attend the Second Watershed Permit Pilot Project Workshop in Orleans that ran from 11:00 to 3:30. I departed to return to attend an extensive Capital Outlay Committee meeting that ran until 5:30.

Thursday, morning started with some follow-up from Capital Outlay meeting. I also had a meeting with the Chair of Community Preservation Committee about Administration Prioritization of CPC Applications based upon available funding. Later in the morning the Harbormaster and I met with officials from Eastward Company about the Value Engineering portions of the Landside Project. I had other matters that came up before heading off to the Cape Manager's Meeting in Sandwich. I returned to discuss the potential RFP for a restaurant at Saquatucket Harbor with various staff. I then ran an errand before returning to present the Administration Plan for funding the CPC Applications, then attending the Finance Committee Meeting and finally to attend Cape Housing Institute training from 7:00 to 9:00 pm.

Friday, Town Hall was closed for the Veteran's Day Holiday.

Memorandum from Charleen Greenhalgh
Assistant Town Administrator

Town of Harwich

November 15, 2017

To: Christopher Clark, Town Administrator
From: Charleen Greenhalgh, Assistant Town Administrator
Re: Weekly Report – Week of October November 6, 2017

I continue to fight a severe respiratory infection. It was another busy week, which included, but was not limited to:

- Participated in an interview for Sr. Health Agent position.
- Worked on a variety of personnel related matters.
- Met with Seth Pickering, regional coordinator for the Green Communities program, along with Mr. Clark, Aly Sabatino, Link Hooper, Sean Libby, Jannell Brown, Ray Chesley and Larry Cole. We will be working towards this designation.
- Worked a half-day on Tuesday, due to illness.
- Organized three (3) wellness programs for employees through the CCMHG. These will be held over the next month.
- Signed up for Disability Non-Discrimination training to be held November 30th.
- Prepared and posted Capital Outlay Committee agenda and corresponding information.
- Attended the COC meeting 11/8 and worked with new recording secretary to complete the meeting minutes.
- Attended weekly Community Development Meeting.
- Attended meeting with Shelly Goehring from Mass Housing Partnership (MHP), along with Ms. Sabatino and representatives from Brewster to discuss Housing Trusts.
- Attended the Finance Committee Meeting and worked with new recording secretary to complete the meeting minutes.
- Unfortunately due to illness I was not able to attend the 5th in the series of 2017 Cape Housing Institute workshops.
- Friday was a holiday, thank you to all the veterans!
- Status update on employment vacancies:

<u>Position</u>	<u>Status</u>	<u>Replacement or New</u>
Sr. Health Agent	Interviews continuing	Replacement

Memorandum from Charleen Greenhalgh
Assistant Town Administrator
Town of Harwich

November 9, 2017

To: Christopher Clark, Town Administrator
From: Charleen Greenhalgh, Assistant Town Administrator
Re: Weekly Report – Week of October 30, 2017

My apologies that this is late this week. I have been fighting a severe respiratory infection. It was another busy week, which included, but was not limited to:

- Met with Chris Clark and Jennifer Clarke and three prospective recording secretaries. One had to drop out; however two have been hired and paperwork was prepared for each.
- Met with Department Head to discuss positions within the Department.
- Attended weekly agenda meeting with BoS Chair.
- Prepared and posted Capital Outlay Committee agenda and corresponding information.
- Prepared and posted Finance Committee agenda and corresponding information.
- Submitted two (2) FY18 MIIA grants prepared by Library and IT.
- Reviewed and reconciled the Community Development budget for July, August & September.
- Met with Town Clerk and Town Administrator to review the CPC request for Records Retention.
- Met with Planning Board Chair and Town Administrator to discuss a Town project.
- Prepared a draft contract for the Golf Cart Building Construction for Town Administrator Review.
- Complete research regarding pay scales for Local Inspectors, prepared a memo for Town Administrator's Review with recommendation for wage change.
- Corresponded with two residents regarding excessive signage at Exits 10 and 11.
- Corresponded with HEA and SEIU regarding draft confidentiality policies and agreements for the COA.
- Finalize legal counsel information that was requested and forwarded to the BoS Chair.
- Prepared and submitted Waiver of Site Plan application with Planning Board for Golf Cart Building.
- Unfortunately missed a full day of work due to illness, which resulted in missing the 4th in the series of 2017 Cape Housing Institute workshops.
- Status update on employment vacancies:

Position	Status	Replacement or New
Sr. Health Agent	Interviews continuing	Replacement



**HARWICH
ASSESSORS
OFFICE**
508-430-7503

Memo

To: Sandy Robinson
Ann Steidel

From: Donna Molino

Date: November 15, 2017

RE: Assessor's Department Weekly Report (w/e 11/20/17)

1. Board of Assessors meeting.
2. Processed exemptions for Board of Assessor's approval.
3. Assisted taxpayer with exemption.
4. Processed and reviewed abutter's lists.
5. Processed and reviewed weekly deeds.
6. Continued work on Fiscal Year 2018 billing.
7. Assisted customers with boat abatements/questions.

WEEKLY REPORT TO THE SELECTMEN

BUILDING DEPARTMENT

PERIOD ENDING 11/09/2017

	2014	2015	2016	As of 11/09/17
Cumulative Building Permits	1395	1433	1331	1302
Cumulative Plumbing & Gas Permits	1226	780	1123	1080
Cumulative Electric Permits	936	1051	1095	751
Signs	27	32	41	27
Regulatory Boards (ZBA, Historic)	64	59	57	70

The Building Department is moving forward smoothly through staff transitions. Building permits, complaints and requests for property, zoning and permit information continue to require significant time and research from the department.

Respectfully Submitted,



Ray Chesley 11.14.17

Building Commissioner

Cemetery Administrator's Weekly Report

Week ending November 11, 2017

- The Cemetery Department has started with their fall cleanup. The cleanup of all cemeteries takes some time, and depending on weather and the number of burials, may take several weeks to complete. During the cleanups, cemetery staff removes and discards all items from graves. Groundskeepers are instructed to leave any permitted new seasonal decoration that appears to be newly placed and is in accordance with the current Cemetery Rules and Regulations. Of course, this is a judgment call for our staff, so it is better to wait until after the cleanup to place decorations. Items placed in violation of cemetery rules and regulations or in disrepair may be removed and discarded at any time.
- Attended the COPsync 911 Demonstration at the Harwich Police Department. The emergency alert software that allows quick notification to our local police department when employees or teachers are confronted with hazardous or threatening situation.
- Young and Fancy Signs has completed new sign for Pine Grove Cemetery. Paul Sweetser, Town Surveyor created map and location for the placement of the sign on Pine Grove Road in West Harwich for the sign permit application process.
- Cemetery Commission Meeting on Tuesday November 7th. Commissioner Cynthia Eldredge and Steven Conner welcome our new Commission member Karen Young. Signed two need deeds: Will J. & Jane R. Price lot in Mount Pleasant \$900.00 and Joao M Raquel lots in Evergreen \$6,400.00. Paid bills ICCFA yearly renewal \$99.00, Eversource for wells in Evergreen \$146.74 and Queen Anne Road \$5.53, Len Kalback Electrician \$1,675.00 and Shorey \$640.00 for Pet burial ground.
- CPC Meeting on Thursday November 9th. Review Mount Pleasant Gravestone Conservations project with CPC member and answered questions. Over two thousand stones were index and photographed in the old section of Mount Pleasant Cemetery in Harwich Port. 42 Monuments are in need of repair due to fractures and 108 monuments either need foundation repair or reset. Monuments are leaning and in need of treatment to be reset so that they will not topple over and to prevent future degradation. Eroding gravestones need to be cleaned and consolidated with stone strengthener. CPC requested a detailed budget on project.
- Island Pond Cemetery; Perpall lot surveyed for burial on Wednesday November 8th. Worked with Jim Stratton on lot layout submitted plot plan to the off cape funeral home for review and placement. Coordinated with opening contractor for burial. Surveyed lot for Canto family members to see if we could create an additional full body burial space near family lot.
- Friday was holiday for town in observance for Veterans Day, Saturday November 11th. The Cemetery Commissioners and Administrator would like to thank all of our Veterans for their service to our country.

Respectfully Submitted

Robbin Kelley
Cemetery Administrator

Channel 18 Weekly Report w/e November 11, 2017



- Filmed Board of Selectmen
- Filmed Capital Outlay
- Filmed CPC
- Update with Director of Family Pantry, Christine Menard
- Update with Chase Library on upcoming events
- Filmed Community Journal (5 volunteers reported for duty)
- Continue FY19 Budget
- Agendas and Minutes posted
- All clips and meetings transferred and posted to YouTube
- Video file maintenance

Please Follow Channel 18 on YouTube for frequent video updates/meetings

www.youtube.com/harwichchannel18

And Facebook for additional info

www.facebook.com/harwichchannel18

Respectfully Submitted,

Jamie Lee Goodwin

Weekly Update for the Community and Cultural Centers
November 5, 2017 – November 11, 2017

I am pleased to provide a report on my work at both the Community Center and the Cultural Center for the week running 11/5 to 11/11.

- I sent out Thank You letters to all the companies that donated to the Halloween event. We also posted the list of everyone that donated on our Facebook page.
- Scheduled free holiday grief support meetings for individuals in conjunction with the COA. The group is scheduled to meet Fridays for four weeks starting on November 17, December 1, 8 and 15th.
- I followed up on the monitors and counters for the building door at the Community Center.
- Sent flyer for review to the Chamber of Commerce for the December 2nd events at the Harwich Cultural Center including the Open House, Trolley to Christmas Town and the Rocking Christmas in Harwich Concert.
- Worked with the administration office, Ann Steidel and the Veterans affair office to relocate the drop off point for discarded flags. We will be moving it to the COA side of the building where the veterans agent is located, this will help better monitor the program for necessary pick-ups.
- We continue to collect and publicize the drive for Cape Cod Cares for our Troops. We are taking donations until November 14th.
- I connected with Cranberry Festival to confirm the concert they are hosting in the Cultural Center Auditorium on Thursday November 16th.
- Community Center closed for Veterans Day. Information was on our Facebook page as well as posted throughout the building. I confirmed with the assistant town administrator earlier on what the schedule should be for this building and the individuals working.
- Took down decorations from the Halloween event and started preparing the building for our next events.

Should you need further information on these weekly activities, please do not hesitate to get in touch with me.

Carolyn Carey, Community Center Director



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

DPW Activity for the period of November 5, 2017 – November 11, 2017

Highway Maintenance

- 14 catch basins were dug
- Completed 9 work orders
- Trash runs Monday, Wednesday and Friday
- Finished backing newly paved roads with T-Base
- Brushed roads 1 day
- Picked up litter on Long Pond Drive and Headwaters Drive
- Prepared trucks and sanders for snow and ice responses

Vehicle Maintenance

- Performed routine maintenance on two vehicles.
- Performed thirteen repairs on vehicles and heavy equipment.
- Prepared trucks and equipment for snow and ice removal

Cemetery Maintenance

- Blew Riverside Drive to prep for line striping
- Remove sand / debris dumped in Pine Grove Cemetery
- Remove logs / brush from tree work performed in Island Pond Cemetery
- Prepare Veterans Memorial in Island Pond Cemetery for ceremony

Parks Maintenance

- Mowed 5 fields once
- Leaf cleanup at various town parks and fields
- Fabricated truck body for unit 16 for sander installation

Facility Maintenance

- Received 23 new work orders and completed 19 work orders from back log
- Continued maintenance and repairs to the cultural center's heating system

- Replaced the main control panel attempting to repair charging system on the Queen Anne road bike lights
- Repaired some of the seating and removed some in the auditorium for the Cultural Center
- Did final repairs and cleaning on all of the outside restrooms in preparation for closing and winterization

Disposal Area

- C&D: 11 loads, 199.52 tons
- MSW: 6 loads, 140.30 tons
- Recycling: 8 loads, 30.22 tons
- Vehicles Recorded: 6,328
- Revenue: \$31,791.10

Reception

- Telephone calls: 53
- Walk ins: 9
- Work orders: 27



TOWN OF HARWICH
FINANCE DIVISION
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7518 FAX: 508-430-7504

Carol Coppola
Finance Director/Town Accountant

Wendy Tulloch
Assistant Town Accountant

Report of the
Finance Director/Town Accountant – Week Ending 11/10/17

Undertakings within the Finance Department during the past week include the following initiatives/tasks:

- Finalize memorandum to C. Clark re: prior management letters,
- Attend Selectmen, Capital Outlay and Community Preservation meetings,
- Meeting with CPC Chair,
- Complete various bond counsel questions pertaining to private use of Saquatucket Marina and Cranberry Valley Golf Course,
- Various conversions with Town's Financial Advisor and Bond Counsel,
- Attend Capital meetings with Town Administrator,
- Complete various Gateway forms for upcoming tax rate setting, call to DOR re: prior year DE-1,
- Various discussions on OpenGov/Opencheckbook options, begin drafting memorandum for C. Clark,
- Oversight for document shredding,
- Audit, process and approve payroll transactions,
- Audit, process and approve vendor transactions,
- Review and record cash receipts.

Sincerely,

Carol Coppola
Finance Director/Town Accountant



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., **Chief of Department**

David J. LeBlanc, Deputy **Fire Chief**

Weekly Report – November 5, 2017 through November 11, 2017

Incidents:

Fire/Explosion	00
Overpressure/Rupture	00
Rescue Call/ EMS	52
Hazardous Condition	01
Service Call	05
Good Intent	01
False Call	09
Severe Weather/Disaster	00
Special Type/Complaint	00
Total	68

Fire Prevention:

Inspections	
Resale	15
Annual	04
Joint	00
Final	01
Lockbox	02
Liquid Propane Storage	02
Pre-Inspection	01
Oil Tank	00
Oil burner	00
Town Hall Hours	05
Underground Storage Tank	00
Truck Tank	00
InspectionsMisc	00

Items of note:

Weekly Report for Selectman

11/7-11/13

Golf Operations

- The golf course was open in full all 7 days.
- The Hot Stove at CV closed for the season on 11/5

Golf Course Maintenance

- Golf Course remains in good shape
- Pumps to be pull, rebuilt and reinstall starting around Mid-November
- Green aeration scheduled for 11/29
- Greens will be closed for season and carts will be retired for season on 12/11

Golf Course Infrastructure Project

- Cart Building has been put out to bid
 - Bid opening is on 11/16
 - Currently working with landscape architect to design a landscape plan for project
 - Will present landscape plan to Planning Board on 12/12

Ann Steidel

From: John Rendon
Sent: Tuesday, November 14, 2017 8:40 AM
To: Sandy Robinson; Ann Steidel
Cc: William Neiser; Michelle Morris
Subject: Harbormaster Department Weekly Report 5-11 Nov

Operations:

- Moved Marine 77 to Allen Harbor due to dredging operations at Saquatucket Harbor (SAQ).
- 77A conducted 2 pump-outs for a total of 90 gallons of waste.

Admin:

- Provided SAQ Marina Reconstruction and SAQ Landside Renovation project details as requested by Finance Director to provide to Bond Counsel.
- Went to waitlist with 4 new slips.
- Reviewed 1st draft of revised marina map graphics.
- Scheduled Wychmere Backflow for retesting.

Meetings:

- Deputy Harbormaster attended COP Sync 911 Demonstration
- Attended meeting with LAN-Tel Communications on potential grant to be applied for by Cape & Islands Harbormaster Association for harbor security cameras.
- Met with TA and members from Eastward Companies on the SAQ Landside project.
- Met with TA and staff to discuss potential RFP for private build of restaurant at SAQ Harbor.
- Provided overview/project updates on SAQ Marina Reconstruction and SAQ Landside Renovation to the Finance Committee.

Maintenance:

- Assisted Natural Resources Department with cleaning and securing equipment at the shellfish lab.
- Cleaned/painted Long Pond swim buoys.

SAQ Marina Reconstruction Project:

- Install of electrical conduit by Exeter Electric continues.
- Welding repairs of bulkhead batter pile steel plates commenced.
- Dredge excavator & clam shells rigged, dredging commenced... two loads dug and transported to Rhode Island Sound site for disposal (approx 1400 cy).
- All old floats taken offsite for disposal.
- Review/input on project submittals from BTT Marine on going; finalize float plan.

John C. Rendon
Harbormaster
Town of Harwich
774 212-6193 (c)

Health Director Weekly Report Week ending October 28, 2017

- Projects-

- Staff Vacancy- Sr. Health Inspector- met with HEA to discuss the job description changes. I believe we have come to an agreement on the changes and should be moving forward with selectmen approval next week.
- Community Development-discussed golf department project at Cranberry Valley. They are proposing a cart barn to the north of the existing parking lot. The barn is not to have any plumbing or require a septic system. This project does not need BOH approval.
- Accela issues-The problem with public portal payments continues. We now have involved Invoicecloud, the billing software the Town uses. We also have discovered that the second year license renewals do not generate. They do not renew properly and do not generate a fee or populate the license cards. A ticket has been sent to ZedIt to resolve this major problem. The newly formed Accela users group has also been very helpful with assisting us with day to day problems.

- Permit review and issuance-

- RET-
 1. 9 Pond view
 2. 142 Depot
 3. 16 Harwood
 4. 16 Pine Needle
 5. 4 Crosby
 6. 5 Flake Yard
 7. 252 Chatham
 8. 30 Sequatton
 9. 198 Main
 10. 14 Hudson
 11. 41 Rocky Way
 12. 48 Nor'east
- Building Permit reviews:
 1. 1004 Route 28
 2. 5 Skechekonnet
 3. 17 Locust grove
 4. 94 Main street ext.
 5. 18 Snow Inn Rd
 6. 24 Pilgrim
 7. 63 Idle Way
 8. 96 Depot Road West
 9. 18 Daluze
 10. 24 blue Heron
 11. 17 Sweetfern
 12. 48 Glenwood
- Disposal System Construction Permits
 1. 11 Lakewood
 2. 271 Route 28
 3. 71 Beriah Brooks
 4. 24 Pilgrim
 5. 5 Weeks
- Certificate of Compliance issued-
 1. 31 Driftwood
 2. 4 Hersey

- 3. 19 Kevin
 - 4. 26 Ocean
 - *Deed Restriction preparations:*
 - 1. 63 Idle Way
 - 2. 71 Beriah Brooks
 - *ZBA/Planning Board review-*
 - 1. 36 Northern Ave
 - 2. 21 Uncle Venies
 - 3. 2 Fish and Game
 - 4. 17 Shore Drive
 - 5. 18 Bay View Road
 - 6. Saquatucket Drive
 - 7. 17 Long Pond
- *Inspections-*
 - *Food Inspections-*
 - 1. Cape Cod Lavender Farm
 - 2. Light House Charter School
 - 3. Bucas
 - 4. Cumberland Farms
 - 5. Szechuan Delight
 - 6. Harwich Paint
 - 7. Upper Crust Pizza
 - 8. Moonshine Liquors
 - 9. Big Rock Oyster
 - 10. Chamber of Commerce
 - 11. Handkerchief Shoals
 - *Final Inspections- Septic systems-*
 - 1. 490 Route 28
 - 2. 11 Lakewood
 - 3. 8 Squantum
 - 4. 490 Main Street
 - *Complaints*
 - 1. 584 Depot Street-housing complaint. Multiple violations noted during inspection. Contact made with owner of the dwelling. Order to correct issued.
- *Consultations-*
 - 1. Met with owners of 71 Beriah Brooks to look over the floor plan to determine the number of bedrooms. Will require a deed restriction.
 - 2. Met with Owner of 29 Robert Road several times to discuss options for the 30% no disturb area the lot is restricted to. Also met with developer to find a solution to this problem as well.

Meggan Eldredge 10.28.17

Health Director Weekly Report Week ending November 4, 2017

- Projects-
 - Staff Vacancy- the Sr. Health Agent position remains vacant. HEA accepted the job description changes which allow for a more tiered staff. This change is set to go before the BOS Monday evening. One additional application was filed with the Town Administrator office, interview has been scheduled for Monday.
 - Community Development- discussed accelera issues and ongoing projects
 - Accela issues- we continue to have online payment issues and license renewal problems. We have contacted zedIT and the Accela users group for assistance-both are working on the problem. These issues have slowed down our online Title 5 inspection reporting and caused frustration among our inspectors. The license renewals were sent out this week and we are receiving 2018 renewals now. We are unable to enter them into the software program until this problem is resolved, slowing down our day to day operations. This problem is happening with Accela in the Towns of Provincetown and Yarmouth as well. Hopefully the tech consultant can come up with a solution before too long so we can process these applications.
 - Permit renewals- sent 3 warning letters to stable operators that did not renew for 2017. Animal inspector jack Burns confirmed the three stables are operating.
 - BOH meeting prep- prepared for the November BOH meeting-reviewed agenda and variance requests.
 - FY19 budget preparation-began preparing next year's budget. And reconciling the last three months budget as well.

- Permit review and issuance-
 - RET-
 1. 48 Noreast drive
 2. 9 Riverside Terrace
 3. 1 Sassafras Lane
 4. 19 Burton Ave
 5. 19 Skippers Drive
 6. 210 Queen Anne Road
 7. 182 Route 137
 - Building Permit reviews:
 1. 48 Cranwood
 2. 15 Catherine Rose
 3. 20 Freeman Street
 4. 350 Route 137
 5. 11 Shore Road
 6. 8 Joshua Jethro
 7. 2 Lucaya Lane
 8. 25 Pilgrim road
 9. 5 Eagle Lane
 10. 41 Brooks
 11. 57 Kelley
 12. 88 South Street
 13. 7 Lantern
 14. 213 Pleasant lake
 15. 557 Route 28
 16. 308 Lower County
 - Disposal System Construction Permits
 1. 15 Lincoln Ave
 2. 27 Miles

- 3. 129 Uncle Venies
 - 4. 5 Skecheconet
 - *Certificate of Compliance issued-*
 - 1. 17 Long Pond Rd
 - *Food service permit review-*
 - 1. Shyla's Cookie Co.
 - *Deed Restriction preparations:*
 - *ZBA/Planning Board review-*
 - *Well permits-*
 - 1. 73 Uncle Venies
 - 2. 104 Nauset Beach View Path
- *Inspections-*
 - *Food Inspections-*
 - 1. Hot Stove at Cranberry Valley
 - 2. Starbucks
 - 3. Platinum Pebble
 - 4. Lukes Liquors
 - 5. Lighthouse Café
 - 6. Local Flavor
 - 7. Subway
 - *Final Inspections- Septic systems-*
 - 1. 555 Route 28
 - 2. 5 Weeks Road
 - 3. 71 Beriah Brooks
 - 4. 555 Route 28
 - 5. 22 Sunrise Lane
 - 6. 48 Nor'East Drive
 - *Complaints*
 - 1. Housing Complaint Follow up at 682 Route 28-resolved.
 - 2. Housing complaint Follow up at 12 silver Street-resolved.
- *Consultations-*
 - 1. 9 Fiddlers Landing. Met with builder regarding this property. It is on the market and has existing variances and a discrepancy in the number of bedrooms. We will be working with him and the buyer on a suitable plan-the house may be remodeled and require a return to the BOH for modification to the variances.
 - 2. Pre-variance meetings. Met with two engineers for projects that will be coming up for BOH variances in November.
 - 3. Walk through at 2 Huckleberry-permits from health and building are for 2 bedrooms, new DSCP shows 4 bedrooms. Walk through shows a cape with second floor finished by homeowner a few years after purchase-maybe mid 1980's. Will approve for 4 bedrooms, refer to Building for after the fact permit for second floor.
 - 4. 48 Hillcrest Drive-RET came in showing a finished room over the garage-unpermitted and is considered bedroom #5 where only 4 are allowed. Spoke with owner, he will make changes to the wall to the room over the garage to exclude privacy. Will require final walk through.

Meggan Eldredge

11-4-17

Health Director Weekly Report Week ending November 11, 2017

- Projects-
 - Staff Vacancy- interviewed a candidate and discussed her qualifications
 - Community Development-Met with prospective buyer of 182 Route 137-the former Stagg Dealership.
 - Accela issues- we continue to work with the consulting company to fix the license renewal issues. We seem to be getting closer to a resolution and will hopefully be able to use this program for licenses this year. We continue to have online payment issues when reports or licenses are completed through the online portal. This frustrates both the customers as well as staff due to the time consuming correction and inputting of information that should upload automatically.
 - COP911- attended presentation on a new software that can link police with people inside public buildings like town hall or a school to gain immediate access to the closest officer for rapid response. This could be used as a mobile app as well for people who work in the field and come across a life threatening situation and need to bypass the cell phone service to get to an officer.
 - 35 Chatham Road- received court notice of an appeal hearing for 11-15-17-will be rescheduled due to the DEP hearing scheduled for the same date.
 - Saquatucket harbor-discussed the possibility of adding a full service restaurant to the site-The BOH approved the Environmental Impact Review for a 60 seat full service restaurant. The septic was designed and approved for this use. If the plan changes to include a larger restaurant-the project will need to return to the BOH for further review.

- Permit review and issuance-
 - RET-
 1. 12 Intervale Lane
 2. 93 Capt. Bearse
 3. 17 Mary Willett
 4. 72 Route 28
 5. 3 Shamrock
 6. 0 Sea Port
 7. 14 Rainbow Way
 - Disposal System Construction Permits
 1. 8 Pine Lane
 2. 34 Bay View Road
 - ZBA/Planning Board review-
 1. CVGC

- Inspections-
 - Food Inspections-
 1. Holy Trinity
 2. Hands of Hope
 3. Harwich Golf
 4. Stop and Shop
 - Final Inspections- Septic systems-
 1. 129 Uncle Venies
 2. 15 Lincoln
 3. 52 Julien
 4. 5 Glen Rock
 5. 12 Dundee Circle
 6. 133 Kendrick
 - Soil Tests-
 1. Witnessed test holes and percolation tests for 3 vacant lots behind 93/97 Route 28-site of future 40B project.

- Consultations-

1. Met with Animal control officer Jack Burns regarding a potential unsanitary living situation.
2. Administered 1 installer exam
3. Met with neighbor of a horse farm to discuss regulations and possible code violations.

Meggan Eldredge

11-11-17

Ann Steidel

From: Heinz Proft
Sent: Wednesday, November 15, 2017 8:51 AM
To: Ann Steidel; Sandy Robinson
Subject: Heinz -Natural Resources Weekly report 11/15/2017

Subject: FW: Heinz -Natural Resources Weekly report 11/15/2017

Natural Resources Weekly report 11/15/2017

- * Shellfish Lab intake boxes - removed, scraped - powerwashed.
- * Attended Capital Outlay Committee meeting 11/8/17 - Natural Resources Dept + Waterways material.
- *Shellfish areas - Open WED, THR, SAT, SUN. Some colder days recently, but as long as the temperature is >30 deg -- ok for shellfishing.
- * Monitored Seymour flume connectioin. Recently repaired - bank stabilized. Water flowing well and flume operating well.
- * Removed Herring run ladder temperature logger. Data will be downloaded and temperature logger will be reprogrammed and deployed.
- * Attended Pleasant Bay Alliance Watershed Permit workshop meeting 11/8/17.
- *Submitted paperwork for Massachusetts Shellfish Officer Association Winter Meeting - Dec. 14th, Newburyport MA.
- *Working on Natural Resources FY2019 Operating Budget.

Heinz Proft
Nat. Resources Director



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 11/5/17 THROUGH 11/11/17

PATROL

- 266 Calls and patrol-initiated activity logged
 - 2 arrests
 - 2 Drug overdoses (non-fatal)
- 33 motor vehicle stops resulting in:
 - 23 Verbal warnings
 - 10 Written warnings
- 8 Motor vehicle accidents investigated

ADMINISTRATION

- Harwich PD hosted a Field Training Officer class in association with Roger Williams University.

COMMUNITY POLICING

- Lt. Considine attended a Special Olympics event at Gillette Stadium.
- The final class of the Citizens Police Academy was held Thursday night with a presentation from the regional SWAT team and a K-9 demonstration followed by a brief graduation ceremony.
- Deputy Chief Gagnon and officers Walinski and Dutra represented Harwich PD at the Veterans Day event at Island Pond Cemetery.



TOWN OF HARWICH

OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

TEL. 508-430-7501 FAX. 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Weekly Report to the Board of Selectmen

Week ending November 11, 2017

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

- Attended demo at Police Department for Cop Sync
- Submitted new hire report to DOR

Weekly collections 11/5-11/11

Tax/Water Collections:	\$299,893.72
Departmental turnovers:	\$584,910.49
Total:	\$884,804.21

Weekly Disbursements 11/5-11/11

Accounts Payable	\$244,846.63
Payroll (week ending 11/4)	\$309,674.89
Total:	\$554,521.52

Respectfully submitted,
Amy Bullock
Treasurer/Collector



Harwich Water Department Weekly Activity Report

Dan Pelletier, Superintendent

For Week Ending: November 11, 2017

Please see the following highlights from the previous week:

- M1 well cleaning, motor and submersible pump replacement
- Completed SCADA hardware installation & programming at T3 on Bay Road, to include two (2) wells.
- Route 39 water tank cleaning
- Seasonal turn offs; 93
- BOWC meeting; 11/8/17
- Capital Outlay Committee meeting; 11/8/17
- Finalized mark-outs & surveying existing conditions for Lower County Road; preliminary pricing received.
- Met with project engineer regarding the Lower County Road project.
- Friday, 11/10/17, Veteran's Day observance

Ongoing/Upcoming Items:

- Neel Road crossovers
- Pipehorn training class for field staff; 11/15/17
- M2 & M3 well cleaning, submersible pump and motor replacements
- Well 6 cleaning and pump replacement/conversion from submersible to vertical turbine
- SCADA hardware installation & programming at T11 (Pleasant Bay), T10 (NW Gate Rd), and (3) water tanks.
- Continue Large Meter Change-outs
- Re-Insulate & Vault Ceilings at Wells 8 & 9
- Consulting feedback on quarterly billing
- Water lien preparation
- Cell tower lease

Quick Stats

+20	These figures are unavailable during SCADA installation.	
*Water Samples Taken	Weekly Change in Pumping	YTD Change in Pumping

*Off-season sampling is reduced to the first and last week of each month

Activities Last Week

Final Read	15	New Meter Installation	1
Install Lockbox	1	Seasonal Turn Off	93
Markouts	2	Water Service Installation	2
Meter Replacement	8	Water Service Renewal	1

Activities Statistics

	<u>2016</u>	<u>2017WTD</u>	<u>2017YTD</u>
Curb Stop Repair/Renewals	4	0	1
Final Read for Property Transfer	380	15	348
Frozen Water Meter/Services	23	0	2
Hydrant Maintenance/ Repairs	2	0	0
Hydrant Installation/Replacement	5	0	1
Markouts	358	2	318
Seasonal Turn On/Off	1171	93	851
Water Main Repairs	3	0	4
Water Service Installation	36	2	39
Water Service Renewal	34	1	46
Meter Replacement	706	8	433
Meter Installation <i>new accounts</i>	36	1	36
Service Repairs <i>general</i>	104	1	132