

Department of Conservation and Recreation

PART I

INSTRUCTIONS TO BIDDERS

CONTRACTS FOR PUBLIC WORKS PROJECTS
AND
FOR BUILDING PROJECTS ESTIMATED TO
COST MORE THAN \$25,000 BUT NOT MORE THAN \$100,000
SUBJECT TO THE PROVISIONS OF M.G.L. CH. 30 SEC. 39M

**NOTICE TO CONTRACTORS – M.G.L. C. 30, sec. 39M CONSTRUCTION
ADVERTISEMENT OF INVITATION FOR BIDS
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
10 PARK PLAZA, SUITE 6620, BOSTON, MA 02116
PHONE: 617-626-1250
www.mass.gov/dcr**

Contract No. P25-3582-C1A
Title: MCRT Waltham Linden Street Bridge
Location: Waltham, Massachusetts

GENERAL BID proposals shall be submitted on a form furnished by the Department and will be received until 12:00PM on Thursday, October 24, 2024 through DCR's E-bid room at www.bidexpress.com/businesses/36765/home.

Individual sets of contract documents will only be available on DCR's E-bid room at www.bidexpress.com/businesses/36765/home.

If any addenda are issued throughout the open period for this project, DCR will distribute these addenda via Bid Express, which will also email identified prospective at the time plans and specifications are issued.

A pre-bidding conference for prospective bidders will be held on Wednesday, October 9, 2024, 11am at the bridge site (use Cube Smart Storage address of 96 Linden Street, Waltham – bridge is adjacent). Questions are due at 5pm on Friday, October 11, 2024.

The project consists of alterations to the existing bridge over Linden Street. As a former railroad thru-truss bridge approximately 120-foot long supported on granite abutments, the completion of work will connect finished sections of the Mass Central Rail Trail. Additional sidewalk and railroad crossing safety improvements at the trail terminus on Beaver Street are also part of the overall project scope.

The estimated project cost is **\$1,646,406.30**.

The work is to be accomplished within 730 calendar days of a notice to proceed. Liquidated damages in the amount of \$1000 per day will be assessed if the work has not been completed in accordance with the provisions of the contract within the time specified (as extended by any authorized extension of time granted in accordance with the contract provisions).

Bidders must be pre-qualified by the Massachusetts Dept. of Transportation (MassDOT) Highway Division in BRIDGE-CONSTRUCTION to bid on the above project. An award will not be made to a Contractor who is not pre-qualified by MassDOT prior to the opening of Proposals.

The proposed contract includes a combined requirement of 10.4% of the bid price for minority-owned business enterprises and women-owned business enterprises. Proposed MBE/WBE plans that include solely MBE or solely WBE, or do not include a reasonable amount by both MBE and WBE firms to meet the combined requirements, will not be considered responsive.

The applicable local minority workforce utilization percentage is a minimum goal of 15.3%. The applicable local women workforce utilization percentage is a minimum goal of 6.9%.

The Commonwealth requires participation of Veteran-Owned Business Enterprises (“VOBE”) on its construction projects. The Veteran-Owned Business Enterprise participation benchmark for this contract is 3.0%.

Each bid must be accompanied by a bid deposit, in the form of a bid bond, cash, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Department of Conservation and Recreation in the amount of 5% of the bid.

Each bid must be submitted through DCR's E-Bid room at www.bidexpress.com/businesses/36765/home. Please ensure that your bid is complete and marked as responsive when submitting through DCR's Bid room. Any bids found to be incomplete and/or marked unresponsive will be rejected by DCR and will not be considered when awarding the project.

Bids are subject to the provisions of M.G.L. Ch. 30, Sect. 39F, G, H and M inclusive. Wages are subject to minimum wage rates as per M.G.L. Ch. 149, sections 26 to 27D inclusive. The Department reserves the right to waive any informalities in or to reject any and all bids if it be in the public interest to do so.

Brian M. Arrigo
Massachusetts Department of Conservation and Recreation



**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION**

**PART I
INSTRUCTIONS TO BIDDERS**

**CONTRACTS FOR PUBLIC WORKS PROJECTS
SUBJECT TO THE PROVISIONS OF M.G.L. C. 30. SEC. 39M**

Awarding Authority:

Department of Conservation and Recreation
10 Park Plaza, Suite 6620
Boston, MA 02116
Telephone: 617-626-1250

DCR Contract No.: P25-3582-C1A

Title: MCRT Waltham Linden Street Bridge

Project Scope: Alterations to the Mass Central Rail Trail (MCRT) bridge over Linden Street in Waltham, Massachusetts to connect previously completed sections of the trail. Additionally, work at the MCRT Beaver Street terminus includes sidewalk modification, signage, fencing, and striping improvements.

Deadline for filing general bids is 12:00 P.M. on Thursday, October 24, 2024.

The minimum wage rate and truck rate requirements for this Contract are located www.bidexpress.com/businesses/36765/home.

Bid forms for this Contract are located @ www.bidexpress.com/businesses/36765/home.

The Minority and Women Business Enterprise participation for this Contract are to be found in the Notice to Contractors section (Part I - Page 2/3).

The time for completion of the Work is specified in Article 2 of the Department of Conservation and Recreation - Contractor Agreement. Liquidated damages for failure to complete on time are as stated in Article 8 of the Department of Conservation and Recreation - Contractor Agreement.

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Department of Conservation and Recreation - Contractor Agreement unless the context clearly indicates otherwise.

SECTION 1 - BIDDER'S REPRESENTATION

1.1 Each bidder (hereinafter sometimes referred to as "Bidder") by making a bid (hereinafter sometimes referred to as "Bid") represents and warrants that Bidder has visited and examined the Site and the Contract Documents; that Bidder is familiar with the local conditions under which the Work is to be performed; that Bidder has correlated personal observations with the requirements of the Contract Documents; and that where the Contract Documents require, in any part of the Work, a given result to be produced, the Contract Documents are adequate and that Bidder will produce the required result within the Bid price and that the Bid is made in accordance therewith.

1.2 FAILURE TO EXAMINE THE CONTRACT DOCUMENTS AND THE SITE WILL NOT RELIEVE ANY BIDDER FROM ANY OBLIGATION UNDER THE BID AS SUBMITTED. NEITHER THE COMMONWEALTH NOR THE DESIGNER WILL BE RESPONSIBLE FOR ERRORS, OMISSIONS AND/OR CHARGES FOR EXTRA WORK ARISING FROM BIDDER'S FAILURE TO FAMILIARIZE ITSELF WITH THE CONTRACT DOCUMENTS OR EXISTING CONDITIONS.

1.3 Pre-Bidding Conference

- A. If applicable, a pre-bidding conference for prospective bidders will be held at the date, time and location as specified in the Notice to Contractors section (Part I – page 2/3).
- B. At the conference the project will be discussed in general. It is desirable that all prospective bidders attend. The Contract, Specifications, Drawings, and any other aspects of this project will be explained in response to questions by those attending. For interpretations of questions requiring legal, administrative, or engineering decision, prospective bidders shall comply with Section 3 herein.

SECTION 2 - GENERAL BIDDERS - QUALIFICATION

2.1 Every Bidder must submit the following documents, as required:

Special certification may be required as required by the Department on a contract-specific basis.

Refer to the Notice to Contractors for the specific qualification requirements of this contract.

SECTION 3 - REQUESTS FOR INTERPRETATION

3.1 Interpretation

A. The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by the Contractor as a part of this Contract.

B. All things that in the opinion of the Awarding Authority may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the Contractor. The Awarding Authority shall determine whether the detail Plans conform to the general Plans and Contract Documents.

C. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.

D. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the Advertisement, notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.

E. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:

- First Priority: Contract Modifications
- Second Priority: Department of Conservation and Recreation - Contractor Agreement
- Third Priority: General Conditions of the Contract
- Fourth Priority: Drawings - Schedules take precedence over enlarged detail Drawings and enlarged Detail Drawings take precedence over reduced scale Drawings; figured dimensions shall prevail over scale.
- Fifth Priority: Specifications

3.2 Any questions by prospective Bidders concerning interpretation of the Contract Documents must be submitted in writing to the Awarding Authority and should be in its possession at least five working days before the date set for the receipt of Bids. The Awarding Authority will post to Bid Express any addenda or written interpretations that it deems necessary to Bidders who have taken out plans at the address given by them before the date set for the receipt of affected Bids. Bidders may not rely upon oral communications or interpretations from the Awarding Authority or the Designer, and the Awarding Authority shall not be bound by them.

Written Questions shall be submitted to:

Attn: Libby Knott
Department of Conservation and Recreation

Email: elizabeth.knott@mass.gov

3.3 It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority, all addendums are posted on Bid Express- www.bidexpress.com/businesses/36765/home. Copies of addenda will be made available for inspection at the locations listed in the Advertisement where the Contract Documents are on file.

3.4 Wherever in the Contract Documents reference is made to Massachusetts General Laws, it shall be construed to include all amendments thereto effective as of the date of the issuance of the invitation to bid on the proposed work.

SECTION 4 - PREPARATION OF BIDS; ALTERNATES

4.1 Bids shall be submitted through the DCR E-Bid room at www.bidexpress.com/businesses/36765/home?agency=true.

4.2 All Bids submitted thru Bid Express must be deemed responsive by Bid Express to be considered

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and numerals. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the Bid sum expressed in words shall control unless the intention of the Bidder clearly is otherwise as determined by the Awarding Authority in its sole discretion.

4.4 Each Bidder shall acknowledge all required alternates in Section C on the Bid Express by entering the dollar amount of addition or subtraction necessitated by the alternate(s).

4.5 If an alternate includes work within the Bidder's scope of work and does not involve a change in the cost of the Bid, the Bidder shall so indicate by writing "No Change" or "N/C" or "0" in the space provided for that alternate.

4.6 The lowest Bidder will be determined based on the sum of the base Bid and the accepted alternates.

4.7 Each bid must be accompanied by a bid deposit, payable to the Department of Conservation and Recreation in the amount of 5% of the bid. Bid Bonds must be submitted electronically, please ensure your company and your bonding agent's company register with one of the Bid Bond agencies affiliated with Bid Express: If you need additional assistance, please call the Bid Express Customer Support Team at [888-](tel:888-888-8888)

[352-2439](tel:352-2439), available Monday - Friday from 7:00am – 8:00pm (EST). You can also email the team at support@bidexpress.com

4.8 The amount of such bid deposit shall be **5% five per cent** of the value of the Bid.

SECTION 5 - SUBMISSION OF BIDS

5.1 Each bid, **including the bid deposit**, shall be submitted via DCR's Bid room at www.bidexpress.com/businesses/36765/home?agency=true

5.2 All Bids must be received by the Awarding Authority no later than the applicable date and time specified on page 1 of these Instructions to Bidders. Any Bid not received by the applicable deadline will not be accepted.

SECTION 6 - WITHDRAWAL OF BIDS; REJECTION OF BIDS

6.1 Any Bid may be withdrawn prior to the specified deadline for the receipt of Bids provided that the withdrawal shall be made by a written request signed by a person having the authority to bind the Bidder. The written request must be hand delivered or otherwise delivered to Robert Boncore, Director of Contracts and Procurement, at 251 Causeway St., 6th Floor, Boston, MA 02114 or through email at Robert.Boncore@Mass.Gov, and must be received on or before the date and time appointed as the deadline for the receipt of Bids.

6.2 A Bidder may withdraw its Bid without penalty at any time up to the time of Award as defined below in subsection 9.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred, or a bona fide clerical error or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical error or mechanical error of a substantial nature was made may result in forfeiture of the Bid deposit

6.3 The Awarding Authority reserves the right to waive any informality in or to reject any and all Bids if it is in the public interest to do so. Without limiting the foregoing, the Awarding Authority reserves the right to reject unit prices which it deems unduly high or unduly low as unbalanced.

SECTION 7 – INSURANCE

7.1 Insurance Generally

A. The Contractor shall take out and maintain the insurance coverages listed in this Section with respect to the operations as well as the completed operations of this Contract. The insurance requirements stipulated shall cover all damage to property, whether above or below ground, and shall apply to all the Work to be performed under this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies authorized to write that type of insurance under the laws of the Commonwealth and rated in Best's Insurance Guide (or any successor thereto or replacement thereof) as having a general policy holder rating of "A" or better and a financial rating of at least "9" or otherwise acceptable to the DCR.

C. The Contractor shall submit two (2) originals of each certificate of insurance, acceptable to the DCR, simultaneously with the execution of this Contract. Certificates shall include: **DCR Contract Number and state DCR as an additional insured as to all policies of insurance and shall state that the Contractor has paid all premiums and that none of the coverages shall be cancelled, terminated, or materially modified unless and until ten (10) days prior notice is given in writing to the DCR.** The Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the DCR shall at all times possess certificates indicating current coverage. Certificates shall indicate the contractual liability coverage, and the Contractor's Protective Liability coverage is in force. Certificates shall include specific acknowledgment that the coverages set forth in this Section 7 are included in the policies.

7.2 Types and Amounts of Insurance

Contractor's Commercial General Liability

Bodily Injury &	<u>500,000.00</u> each occurrence
Property Damage	<u>1,000,000.00</u> general aggregate, per project

This policy shall include coverage relating to explosion, collapse, and underground property damage if blasting operations constitute part of the Work to be performed under this Contract.

If the Contract work includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.

Vehicle Liability

The Contractor shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles:

Combined Single Limit: 1,000,000.00

Worker's Compensation

The Contractor shall provide the following coverage in accordance with M.G.L. c. 149, sec. 34A and M.G.L. c. 152 as amended, unless a higher coverage is specified below:

Part One	Provide Statutory Minimum
Employer's Liability	\$500,000.00 each accident
Part Two	\$500,000.00 disease per employee

SECTION 8 – MBE, WBE AND VOB PARTICIPATION

8.1 The apparent low Bidder's compliance with the requirements of this Section 8 is a prerequisite for receiving the Award of the Contract. The MBE, WBE and VOB participation for this Contract are as set forth on the first page of these Instructions to Bidders

8.2. The Awarding Authority reserves the right to reduce or waive the MBE or WBE participation established for this Contract upon written request made by a Bidder. Requests to reduce or waive the M/WBE participation for this Contract should be received by the Awarding Authority no later than Ten (10) working days before the date set for the receipt of general Bids. **THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY REQUEST TO REDUCE OR WAIVE THE M/WBE REQUIREMENTS FOR THIS CONTRACT THAT IS RECEIVED AFTER THESE DEADLINES.** Such written request must demonstrate to the satisfaction of the Awarding Authority that it is not feasible for a non-MBE or non-WBE general Bidder to meet the percentage established for this Contract based upon any or all of the following: (i) actual M/WBE availability, (ii) the geographic location of the project to the extent related to M/WBE availability, (iii) the scope of the work, (iv) the percentage of work available for subcontracting to M/WBEs and/or (v) other relevant factors, including a **documented** inability by the prospective Bidder to obtain commitments from M/WBE subcontractors sufficient to meet the M/WBE requirements after having made a diligent, good faith effort to do so. All the foregoing documentation shall accompany the Bidder's request for a reduction or waiver of the M/WBE participation requirements. Such documentation shall include, at a minimum, the following:

-- A list of all items of work under the Contract that the Bidder made available for subcontracting to M/WBEs. The Bidder shall identify all items of work that the Bidder did not make so available and shall state the reasons for not making such work available for subcontracting to M/WBEs. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into units capable of being performed by M/WBEs.

-- Evidence that the Bidder sent written notices soliciting Bids or proposals to perform the items of work made available by the Bidder for subcontracting to M/WBEs to all M/WBEs qualified to perform such work. The Bidder shall identify (i) each M/WBE solicited, and (ii) each M/WBE listed in the Massachusetts Supplier Diversity Office ("SDO" formerly "SOMWBA") directory under the applicable trade category that was not solicited and reasons, therefore. The Bidder shall also state the dates that notices were mailed and provide a copy of the written notice(s) sent.

-- Evidence that the Bidder made reasonable efforts to follow up the written notices sent to M/WBEs with telephone calls or personal visits to determine with certainty whether the M/WBEs were interested in performing the work. Phone logs or other documentation must be submitted.

-- A statement of the response received from each M/WBE solicited, including the reason for rejecting any M/WBE who submitted a bid or proposal.

-- Evidence of efforts made to assist M/WBEs that needed assistance in obtaining bonding or insurance, or lines of credit with suppliers if the inability of M/WBEs to obtain bonding, insurance, or lines of credit is the reason given for the Bidder's inability to meet the M/WBE requirements.

The Bidder may also submit any other information supporting its request for a waiver or reduction in the M/WBE participation, including without limitation evidence that the Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from M/WBEs, and/or sent written notification to M/WBE economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to M/WBEs. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all actions that could reasonably be expected to achieve the M/WBE participation.

8.3 Any reduction or waiver of the M/WBE participation for this Contract will be made by written addendum mailed to all persons who have taken out plans for the project.

8.4 No later than five (5) working days after the opening of Bids, the apparent low Bidder shall submit the following documents to the Awarding Authority's Contract Officer listed in subsection 5.1: (i) a completed Schedule for Participation by Minority/Women Business Enterprises ("Schedule for Participation") in the form provided by the Awarding Authority showing M/ WBE participation in amounts equal to or exceeding the M/WBE requirements for this Contract, (ii) a completed Letter of Intent in the form provided by the Awarding Authority for each M/WBE listed in the Schedule for Participation, and (iii) a current SDO certification letter for each M/WBE listed in the Schedule of M/WBE Participation showing that the M/WBE is certified in the area of work for which it is listed on the Letter of Intent.

8.5 Each Letter of Intent shall identify and describe the work to be performed by the named M/WBE (the "M/WBE Work") with enough specificity to permit the Awarding Authority to identify the items of contract work that the M/WBE will perform for M/WBE participation credit. The Awarding Authority reserves the right to reject any Letter of Intent if the price to be paid for the M/WBE Work does not bear a reasonable relationship to the value of such work under the Contract as determined by the Awarding Authority.

8.6 Within five (5) working days after receipt of the Schedule For M/WBE Participation, Letters of Intent, and SDO certification letters, the Awarding Authority shall review and either approve or disapprove the apparent low Bidder's submissions. If the apparent low Bidder has not submitted an appropriate Schedule For M/WBE and appropriate Letters of Intent and SDO certification letters establishing that the M/WBE participation for the project will be met, the apparent low Bidder may be considered ineligible for Award of the Contract and the Awarding Authority will Award the Contract to the second lowest Bidder, subject to said Bidder's compliance with these conditions.

8.7 The Contractor is required to submit to the Awarding Authority signed subcontracts with all subcontractors prior to the commencement of work to be performed under these contracts, and/or a purchase order or invoice from each material supplier and/or

manufacturer listed on the Schedule For M/WBE Participation within thirty (30) days of the issuance of the Notice to Proceed by the Awarding Authority.

8.8. VOB Participation and Program Operation

- 8.8.1 In order to be an eligible VOB for this Contract, the business enterprise must be listed as a veteran-owned business within the www.diversitycertification.mass.gov/BusinessDirectory/BusinessDirectorySearch.aspx at the time of the bid submission deadline. Only a VOB identified as a veteran-owned small business shall count towards meeting the Program requirements.
- 8.8.2 The Contractor must demonstrate that VOBs are eligible for the following participation via its listing as a veteran-owned small business at the time said VOB seeks to participate in business provided under this Contract; provided, that it shall also be the responsibility of the Awarding Authority to verify the status of the VOB via prior to the awarding of the Contract.

8.8.3 VOB Reduction/Waiver

- 8.8.3.1 The Awarding Authority reserves the right to reduce or waive the VOB participation established for this Contract upon written request made by a Bidder using their Letterhead and addressed to Procurement Director Robert.Boncore@mass.gov
- 8.8.3.2 If filed Sub-Bids are solicited for this Contract, requests from prospective general Bidders to reduce or waive the VOB participation for this Contract should be received by the Awarding Authority no later than four (4) working days after the list of filed Sub-Bidders is mailed by the Awarding Authority to persons who have taken out plans for the Contract, using their Letterhead and addressed to Procurement Director Robert.Boncore@mass.gov
- 8.8.3.3 If there are no filed sub-Bids solicited for this Contract, requests to reduce or waive the VOB participation for this Contract should be received by the Awarding Authority no later than five (10) working days before the date set for the receipt of general Bids. **THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY REQUEST TO REDUCE OR WAIVE THE VOB REQUIREMENTS FOR THIS CONTRACT THAT IS RECEIVED AFTER THESE DEADLINES.** Such written request must demonstrate to the satisfaction of the Awarding Authority that it is not feasible for a non- VOB or non- VOB general Bidder to meet the percentage established for this Contract based upon any or all the following:
- i. actual VOB availability.
 - ii. the geographic location of the project to the extent related to VOB availability.
 - iii. the scope of the work.

- iv. the percentage of work available for subcontracting to VOBES; and/or
- v.
- vi.
 - Other relevant factors, including a **documented** inability by the prospective Bidder to obtain commitments from VOBES subcontractors sufficient to meet the VOBES requirements after having made a diligent, good faith effort to do so. All the foregoing documentation shall accompany the completed Waiver Request Form. Such documentation shall include, at a minimum, the following: of efforts made to assist VOBES that needed assistance in obtaining bonding or insurance, or lines of credit with suppliers if the inability of VOBES to obtain bonding, insurance, or lines of credit is the reason given for the Bidder's inability to meet the VOBES requirements.

8.8.3.4 The Bidder may also submit any other information supporting its request for a waiver or reduction in the VOBES requirements, including without limitation evidence that the Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from VOBES, and/or sent written notification to VOBES economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to VOBES. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all actions that could reasonably be expected to achieve the VOBES requirements.

8.8.3.5 No later than five (5) working days after the opening of general Bids, the apparent low Bidder shall submit the following documents to the Awarding Authority's Contract Officer:

- (i) a completed Schedule for Participation by VOBES ("Schedule for Participation") in the form provided by the Awarding Authority showing VOBES participation in amounts equal to or exceeding the VOBES requirements for this Contract; and
- (ii) a completed Letter of Intent in the form provided by the Awarding Authority for each VOBES listed in the Schedule for Participation.

Each Letter of Intent shall identify and describe the work to be performed by the named VOBES (the "VOBES Work") with enough specificity to permit the Awarding Authority to identify the items of contract work that the VOBES will perform for VOBES participation credit. The Awarding Authority reserves the right to reject any Letter of Intent if the price to be paid for the VOBES Work does not bear a reasonable relationship to the value of such work under the Contract as determined by the Awarding Authority.

8.8.3.6 Within five (5) working days after receipt of the Schedule for VOBES Participation and Letters of Intent, the Awarding Authority shall review and either approve or disapprove the apparent low Bidder's submissions. If the apparent low Bidder has not submitted an appropriate Schedule for VOBES Participation and

appropriate Letters of Intent establishing that the VOB requirements for the project will be met, the apparent low Bidder will be considered ineligible for Award of the Contract and the Awarding Authority will Award the Contract to the second lowest Bidder, subject to said Bidder's compliance with these conditions.

- 8.8.3.7 The Contractor is required to submit to the Awarding Authority signed subcontracts with all subcontractors prior to the commencement of work to be performed under these contracts, and/or a purchase order or invoice from each material supplier and/or manufacturer listed on the Schedule for VOB Participation within thirty (30) days of the issuance of the Notice to Proceed by the Awarding Authority.
- 8.8.3.8 A filed Sub-Bidder is not required to submit a Schedule for VOB Participation with its Bid. A filed Sub-Bidder may, at its option, submit a Letter of Intent with its Bid if it is a VOB. If a filed sub-Bidder intends to sub-subcontract work to a VOB, and the filed sub-Bidder wishes that sub-subcontract to be credited toward the requirements for this Contract, the filed sub-Bidder should submit a Letter of Intent from that VOB with its Bid. A filed sub-Bidder can subcontract out up to 20% of its work to VOBs, unless such work is designated as sub-subcontract Paragraph E work in the Bid Documents, in which case the 20% cap does not apply.

SECTION 9 - CONTRACT AWARD

9.1 "Award" means the determination, selection, and notification of the lowest, responsible, and eligible Bidder by the Awarding Authority.

9.2 The Contract will be awarded to the lowest responsible and eligible Bidder as determined by the Awarding Authority. Bidders will be required to hold firm their respective bids for thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of the Bids.

9.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder whose Bid is the lowest of those Bidders who, in the Awarding Authority's opinion, are ready, willing and able to comply with all requirements of the Contract Documents and demonstrably possess the skill, ability, and integrity necessary for the faithful performance of the Work, based on the determination of past performance and financial soundness under M.G.L. c. 30, sec. 39M, (ii) the rules, regulations, orders, guidelines and policies promulgated from time to time by the Commissioner of the Department of Conservation and Recreation and (iii) any other relevant criteria that the Awarding Authority may prescribe.

9.4 The Bid price shall be the price set forth in paragraph C of the Bid Form.

9.5 Should the Contract Documents require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the Bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority, provided that no such ruling shall result in an unfair advantage to the Bidder.

9.6 Should the Contract Documents require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the Bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority, provided that no such ruling shall result in an unfair advantage to the Bidder. **In addition**, the Department reserves the right to waive minor defects in documents or time limits

SECTION 10 - EXECUTION OF CONTRACTS

10.1 Upon receipt of the Award, the Bidder awarded the Contract shall submit two (2) properly executed originals of each of the following documents prior to execution of the Contract by the Awarding Authority. All such documents shall be in the form prescribed by the Awarding Authority and received within five working days from receipt of the Award.

- Department of Conservation and Recreation-Contractor Agreement
- Certificate of Corporate Vote
- Joint Venture Authorization (if appropriate)
- Performance and Payment Bonds with power of attorney
- Certificates of Insurance evidencing coverages in amounts required by the Contract Documents.
- Any other documents that the Awarding Authority may reasonably require in connection with the Contractor's execution of the Contract.

10.2 Please note that no part of the Contractor's work may be subcontracted without the prior written approval of the Awarding Authority. The Contractor must complete a minimum of 51% of the scope of this contract by his own work force. If the Contractor desires to subcontract any part of the Work, the Contractor must promptly forward to the Awarding Authority a list in duplicate designating the work to be performed and the name of each proposed subcontractor. Approved subcontractors are eligible for direct payments under M.G.L. 30, sec. 39F, as amended. Material suppliers not involving site labor need not be submitted for approval.

SECTION 11 - RETURN OF BID DEPOSITS

11.1 All Bid deposits of Bidders, except those of the three (3) lowest responsible and eligible general Bidders, shall be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the Bids. The Bid deposits of the three (3) lowest responsible and eligible Bidders shall be returned upon the execution and delivery of the Contract, or if no award is made; except that, if any Bidder fails to perform its agreement to execute the Contract and furnish performance and payment bonds as stated in its Bid, then said Bidder's Bid deposit shall become the property of the Commonwealth as liquidated damages; provided that the amount of the Bid deposit that becomes the property of the Commonwealth shall not exceed the difference between the Contractor's Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the Bidder, such Bidder's Bid deposit shall be returned.

11.2 In addition to the provisions for the return of Bid deposits as provided above, upon receipt of a Bid Bond in an amount not less than the amount of the required Bid deposit, the Awarding Authority shall return any Bid deposit of a Bidder forthwith after the public opening of Bids.



**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION & RECREATION
STANDARD CONSTRUCTION CONTRACT
For Projects Subject to M.G.L. c. 149 or M.G.L. c. 30, sec. 39M**

PART II

**DEPARTMENT OF CONSERVATION AND RECREATION -
CONTRACTOR AGREEMENT**

Awarding Authority: The Massachusetts Department of Conservation and Recreation

Department Code: DCR

This agreement ("Contract") is made by and between the Commonwealth of Massachusetts acting by and through the Awarding Authority identified above with a principal place of business at 10 Park Plaza, Suite 6620, Boston, MA 02116, and hereinafter called the "Contractor".

Terms used in this Department of Conservation and Recreation - Contractor Agreement, which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for the construction of, Contract No:P2 in accordance with and as described in the Plans and Specifications prepared by and as modified by Addenda () included herein.

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall within Days after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Agency Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 10 days after the date specified for Substantial Completion.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of Dollars and Zero Cents (\$.00). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Article 4. Approved Subcontractors. The filed Subcontractors listed in the Contractor's General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work subject to the Commonwealth's verification that they have complied with state corporation and partnership registration laws. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority.

Article 5. Certifications. Pursuant to M.G.L. c. 62C, sec. 49A, the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, sec. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

Article 6. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- The Instructions to Bidders
- The General Bid submitted by the Contractor
- This Department of Conservation and Recreation – Contractor Agreement
- The General Conditions of the Contract
- The Special Conditions [Note: the term "Special Conditions" may also refer to Division 1 of the Specifications.]
- The Plans and Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Department of Conservation and Recreation - Contractor Agreement

Article 7. Minority Business Enterprise, Women Business Enterprise and Veteran-Owned Business Enterprises Participation Goals and Minority/Women and Veteran-Owned Business Enterprises Workforce Utilization Percentages: The applicable goals, if any, for minority business enterprise and women business enterprise participation, as well as those for minority and women workforce utilization percentages established for this Contract are to be found at the Notice to Contractors for this project, at Part I – Instructions to Bidders, and are incorporated by reference herein.

Article 8. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay are to be found at the Notice to Contractors for this project at Part I – Instructions to Bidders and are incorporated by reference herein.

Article 9. Insurance Requirements. The insurance requirements are set forth in the Instructions to Bidders and are incorporated herein.

In witness whereof, the parties hereto have caused this instrument to be executed in duplicate under seal as of the date set forth above.

Forms Used During Contract Award and Execution

PAYMENT BOND

PERFORMANCE BOND

CERTIFICATE OF CORPORATE VOTE OF AUTHORITY

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND WITH UNEMPLOYMENT

COMPENSATION CONTRIBUTION REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

A. SEE PART I, SECTION 7 – ARTICLE 7.1 C.

B. ADDING IN THE DESCRIPTION **DCR AS ADDITIONAL INSURED.**

SCHEDULE FOR WOMEN AND MINORITY BUSINESS ENTERPRISE

LETTER OF INTENT – MINORITY AND WOMEN BUSINESS PARTICIPATION

SCHEDULE FOR VETERAN-OWNED BUSINESS ENTERPRISE

LETTER OF INTENT – VETERAN-OWNED BUSINESS ENTERPRISE

EXECUTIVE ORDER 546 – CONTRACTOR CERTIFICATION - VOB POLICY OF THE COMMONWEALTH

EXECUTIVE ORDER 481 – CONTRACTOR CERTIFICATION - UNDOCUMENTED WORKERS POLICY OF THE COMMONWEALTH

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE FORM

IF APPLICABLE FORM OF SUBCONTRACTOR(S)

IN WITNESS WHEREOF, said Contractor has caused these presents to be signed in its name and its behalf under seal by its officers, duly authorized to do so, and the said Commonwealth has executed these presents by the Commissioner of said Department, or its authorized agent, as prescribed by law, who shall not incur any personal liability by reason of the execution of these presents or of anything herein contained, and who hereby certifies under penalties of perjury that all applicable provisions of M.G.L. c. 149, sec. 44J, have been complied with.

(Executed in duplicate under Seal)

CONTRACTOR:

By: _____ SIGNATURE & SEAL

Name: _____

Title: _____

Date: _____

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION**

By: _____

Name: Brian M. Arrigo

Title: Commissioner

Date: _____

PAYMENT BOND

BOND No. _____

Know all men by these presents, that

_____ as principal and _____ as surety are held and firmly bound unto the Commonwealth of Massachusetts in the sum of Dollars and Zero Cents (\$.00) in lawful money of the United States of America, to be paid to the Commonwealth of Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said principal has made a Contract with the Commonwealth acting through its Department of Conservation and Recreation ("Awarding Authority") the construction of _____.

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said Contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set our hand and seals this ___ day of _____, _____

(Print Name of General Contractor) (Seal)

(Print Name of Surety) (Seal)

By _____
(Signature – Title)

By _____
(Signature – Title)

Surety Address _____

PERFORMANCE BOND

BOND No. _____

Know all men by these presents, that

_____ as principal and _____ as surety are held and firmly bound unto the Commonwealth of Massachusetts in the sum of Dollars and Zero Cents (\$.00) in lawful _____ money of the United States of America, to be paid to the Commonwealth of Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said principal has made a Contract with the Commonwealth acting through its Department of Conservation and Recreation ("Awarding Authority") the construction of .

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said Contract and any extensions thereof that may be granted by the Commonwealth, with or without notice to the surety, and during the life of any guarantee required under the Contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In the event that the Contract is abandoned by the Contractor or is terminated by the Commonwealth under the provisions of said Contract, said surety shall, if requested in writing by the Commonwealth, take such action as is necessary to complete the Contract.

In witness whereof we hereunto set our hand and seals this ____ day of _____, _____

_____ (Seal)
(Print Name of General Contractor)

_____ (Seal)
(Print Name of Surety)

By _____
(Signature – Title)

By _____
(Signature – Title)

Surety Address _____

CERTIFICATE OF CORPORATE VOTE

I hereby certify that I am the ___ clerk, ___ assistant clerk, of

_____ (the "Corporation") and that at a
(Name of Corporation)

duly authorized meeting of the Board of Directors of the Corporation held on

_____ in _____ at which a quorum was
(Date) (Location)

present and voting it was voted to authorize _____
(Name)

_____ of the Corporation to execute
(Officer Title)

and deliver on behalf of the Corporation Contract, and to act as principal to execute bonds in connection therewith,

I further certify that _____ is the duly qualified and acting
(Name of Corporate Officer)

_____ of the Corporation and that said vote has not been
(Officer Title)

Repealed, rescinded, or amended.

Name

Print Name

Date

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS ___ DAY OF _____, 20___ BEFORE ME

Notary Public

My Commission Expires: _____

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND WITH UNEMPLOYMENT
COMPENSATION CONTRIBUTION REQUIREMENTS

Pursuant to MGL, c. 62C, s. 49A and MGL, c. 515A, s. 29A, I,

_____ authorized signatory for
_____ whose principal place of business is at
_____ do hereby certify
under penalties of perjury that _____ has filed all
state tax returns and paid all taxes as required by law and has complied with all state laws
pertaining to contributions to the unemployment compensation fund and to payments
in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

_____.

Signed under the penalties of perjury the _____ day of _____ 20 _____

Signature: _____

Name and Title: _____

Schedule for Participation by Women and Minority Business Enterprise

(To be completed and submitted within five calendar days from bid opening)

NOTE I: Participation of a Woman-owned or Minority-owned enterprise may be counted in only one category; the same participation cannot be used in computing the percentage of Minority participation and again of Women participation.

Minority Business Enterprise Participation in the work

Name & address of MBE	Dollar Value of Participation	Nature of Participation
1. _____ _____		
2. _____ _____		
3. _____ _____		

Total MBE Commitment: _____

Participation (divide Total Commitment by Total Bid Price)= _____ Percentage MBE

ITEM II - Women Business Enterprise Participation in the work

Name & address of WBE	Dollar Value of Participation	Nature of Participation
1. _____ _____		
2. _____ _____		
3. _____ _____		

Total WBE Commitment: _____

Percentage WBE Participation (divide Total Commitment by Total Bid Price) = _____

The bidder agrees to furnish implementation reports as required by the Department to indicate the M/WBE(s) which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

Name of bidder: _____

Date: _____ By: _____

Letter of Intent – Women/Minority Business Enterprise Participation

(To be completed by W or MBE and Submitted by the Low Bidder within five calendar days of bid opening)

Project Number: _____
Project Location: _____
To: _____
Name of General Bidder

Circle one
WBE MBE

1. My company has been certified by SDO (Supplier Diversity Office) and it has not changed its women or minority ownership, control, or management without notifying SDO within thirty (30) calendar days of such a change.
2. My company understands that if your company is awarded the contract, your company intends to enter into an agreement with my company to perform the activity described below for the prices indicated. My firm also understands that your firm, as General Bidder, will make substitutions and quantity changes as allowed or required by the provisions of the contract with the Commonwealth.
3. This firm understands that under the terms of Article XIII of the contract, only work **actually performed** by an MBE/WBE will be credited toward MBE/WBE participation goals, and this firm **cannot assign or subcontract out any of its work** without prior written approval of the DCR Compliance Office, and that any such assignment or subcontracting will not be credited toward MBE/WBE participation goals.

W or MBE PARTICIPATION

Contract Item	Description of Activity (with Notation such as "Labor Only", "Material Only", etc.)	Quantity	Unit Price	Total Amount
---------------	---	----------	------------	--------------

Total Dollar Value: _____

(Additional copies of this form shall be prepared by the Contractor in the quantity necessary to comply with the contract.)

Name of MBE or WBE Firm _____ Authorized Signature _____

Business Address _____

Print Name _____ Title _____

Telephone No. _____ Cell: _____ Date _____

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
VETERAN OWNED BUSINESS ENTERPRISE POLICY
AND CONTRACTOR CERTIFICATION**

In accordance with Executive Order No. 546, it is the policy of the Commonwealth and its executive agencies to promote self-reliance among veterans by offering such veterans who own and control business enterprises the opportunity to participate in state contracting activity, as well as to assist and encourage the participation of businesses owned and controlled by veterans in all areas of state procurement contracting, including contracts for public construction, design services, and commodities and services.

The Massachusetts Executive Office of Administration and Finance has therefore established the Veteran-Owned Business Enterprise (VOBE) Program (the "Program") to oversee the inclusion of business enterprises owned and controlled by veterans in all areas of state procurement contracting, including contracts for construction, design and professional services, and commodities and services. For more information on this Order, see: <http://www.mass.gov/governor/legislation/eexecorder/executiveorder/executive-order-no-546.html>.

DCR Requires Contractors to acknowledge this policy and the requirements as provided in the contract by signing this certification as well as the Contract Documents.

CONTRACTOR CERTIFICATION

As evidence by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor acknowledges the above-referenced policy as set forth in Executive Order 546, has read Executive Order 546, and will abide the requirements concerning the policy and order as set forth in the referenced Contract. The Contractor acknowledges that if the Contractor has not submitted an appropriate Schedule for VOB Participation and appropriate Letters of Intent establishing that the VOB participation goal for the project will be met, the Contractor may not be considered eligible for Award of the Contract unless he/she requests a waiver by completing and submitting the waiver form to the Contracts Administrator/DCR and that request is approved. The Contractor also understands and agrees that a breach of any of these terms during the period of the Contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension and /or termination.

Contractor Authorizing Signature

Date: _____

Print Name

Title: _____

Telephone: _____

Cell: _____

Email: _____

Schedule for Participation by Veteran-Owned Business Enterprise

(To be completed and submitted within five (5) calendar days from bid opening)

NOTE: Participation of a Veteran-Owned Enterprise may be counted in only one category; the same participation cannot be used in computing the percentage of DBE/M/WBE participation.

Veteran-Owned Business Enterprise Participation in the work

Name & address of VOB	Dollar Value of Participation	Nature of Participation
1. _____		

2. _____		

3. _____		

Total VOB Commitment: _____

Percent VOB Participation (divide Total Commitment by Total Bid Price)= _____

The bidder agrees to furnish implementation reports as required by the Department to indicate the VOB(s) which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

Name of bidder: _____

Date: _____ By: _____

Letter of Intent – Veteran-Owned Business Enterprise Participation

(To be completed by VOB and Submitted by the Low Bidder within five (5) calendar days of bid opening; use and prepare extra forms as needed)

DCR Contract/ Project Number: _____

Project Location: _____

To: _____

VOBE

Name of General Bidder

My company has been certified by the Department of Veterans Affairs (VetBiz.gov) and or Supplier Diversity Office (SDO). it has not changed its veteran ownership, control, or management without notifying the Department of Veterans Affairs (VetBiz.gov) within thirty (30) calendar days of such a change.

1. My company understands that if your company is awarded the contract, your company intends to enter into an agreement with my company to perform the activity described below for the prices indicated. My firm also understands that your firm, as General Bidder, will make substitutions and quantity changes as allowed or required by the provisions of the contract with the Commonwealth.
2. This firm understands that under all relevant terms of the contract, only work **actually performed** by an VOB will be credited toward VOB participation goals, and this firm **cannot assign or subcontract out any of its work** without prior written approval of the DCR Compliance Office, and that any such assignment or subcontracting will not be credited toward SDVOBE participation goals.

VOBE PARTICIPATION

Contract **Description of Activity** (with Item Notation such as “Labor Only”, Quantity, Unit Price, Total Amount, “Material Only”, etc.):

Activity	Labor or Material Only?	Quantity Unit Price	Total Dollar Value

VOBE Firm Name _____

Authorized Signature _____

Printed Name _____ Title _____

Telephone No. _____ Cell No. _____

E-mail: _____@_____ ; Date _____

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered after February 23, 2007, require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Date: _____

Contractor Authorizing Signature

Print Name

Title: _____

Telephone: _____

Cell: _____

Email: _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE FORM

Contractor's Certificate

A contractor shall not be eligible for award of a contract unless such contractor has submitted the following certification to the Awarding Authority, said certification shall be deemed a part of the resulting contract:

Contractor's Certification

X

(Contractor)

certifies that it intends to use the following listed **certification trades** in the work subject to this contract.

X

and, further, that it will comply with the minority manpower ratio and specific affirmative action steps contained herein; and will obtain from each of its subcontractors and submit to the Awarding Authority prior to the award of any subcontract under this contract, the subcontractor certification required by these bid conditions.

X

(Signature of authorized representative of contractor)

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the general contractor the following certification, which shall be deemed a part of the resulting subcontract:

(Subcontractor)

certifies that: it intends to use the following listed construction trades in the work under the subcontract

and, further, it will comply with the manpower ratio and specific affirmative action steps contained herein and will obtain from each of the subcontractors prior to the award of any subcontract under this subcontract, the subcontractor certification required by these bid conditions.

(Signature of authorized representative of subcontractor)

In order to ensure that said subcontractor's certification becomes a part of all subcontracts under the general contract, no subcontract shall be executed unless or until an authorized representative of the Awarding Authority administering this contract has determined, in writing, that said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Exhibit A
Executive Order 504 Contractor Certification Form

BIDDER/CONTRACTOR LEGAL NAME:

BIDDER/CONTRACTOR VENDOR/CUSTOMER CODE: VC

Executive Order 504: For all Contracts involving the Contractor’s access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division’s Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division’s Security Policies (“Security Policies”) available at www.mass.gov/ITD under Policies and Standards.

(2) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors.

(3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure, or loss.

(4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract.

(5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Bidder/Contractor Name: _____

Bidder/Contractor Authorized Signature: _____

Print Name and Title of Authorized Signatory: _____

Date: _____

This Certification may be signed once and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION & RECREATION
STANDARD CONSTRUCTION CONTRACT

PART III

GENERAL CONDITIONS OF THE CONTRACT

FOR PROJECTS SUBJECT TO M.G.L. CH. 149 OR
M.G.L. CH. 30, SEC. 39M

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ARTICLE I: DEFINITION OF TERMS

The following words shall have the following meanings as used in this Contract:

Advertisement: The Advertisement or Notice Inviting Bids or Proposals for the Work identified in Article 1 of the Department of Conservation and Recreation - Contractor Agreement.

Approval: (or Approved): An approval in writing signed by the authorized signatory of the Awarding Authority.

As directed (As permitted, as required, as determined or words of like effect): The direction, permission, requirement, or determination of the Awarding Authority. Similarly, *approved, acceptable, satisfactory* or words of like import shall mean approved by or acceptable or satisfactory to the Awarding Authority.

Awarding Authority: The Department of Conservation and Recreation, the public agency awarding and administering this Contract, as identified in the Department of Conservation and Recreation - Contractor Agreement. Where the Awarding Authority is an agency of the Commonwealth, references to the Awarding Authority shall also include the Commonwealth and its agencies.

Building Code: All applicable rules and regulations to which the Awarding Authority is subject, and which are contained or referenced in the code authorized by M.G.L. c. 143, sec. 93 et seq., including all amendments thereto.

Change Order: (1) A written order not requiring the consent of the Contractor, signed by the Project Engineer, and designated as a Change Order, directing the Contractor to make changes in the Work within the general scope of the Contract, or (2) any written or oral order from the Project Engineer that causes any change in the Work, provided that the Contractor has given the Awarding Authority written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

Contract: The Contract formed by the Contract Documents as defined in Article 6 of the Department of Conservation and Recreation - Contractor Agreement.

Contract Documents: The documents listed in Article 6 of the Department of Conservation and Recreation - Contractor Agreement.

Contract Modification: Any alteration of the Contract Documents accomplished by a written agreement properly executed by the parties to this Contract.

Contract Price: The Contract Price stated in Article 3 of the Department of Conservation and Recreation - Contractor Agreement, which is the total sum, owed to the Contractor for all of the Work.

DCR: The Department of Conservation and Recreation, the public agency awarding and administering this Contract.

Designer: The architect or engineer who prepared the plans and specifications for the work, identified as the Designer in Article 1 of the Department of Conservation and Recreation – Contractor Agreement.

Dispute Review Board: A panel of three experienced impartial reviewers organized and agreed upon by the DCR and Contractor. The Board members are provided with project plans and Specifications, and become familiar with project procedures and participants. The Board meets on the job site regularly to encourage the resolution of disputes at the job level and renders non-binding recommendations on the resolution of the dispute.

Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, generally including Plans, elevations, sections, details, schedules, and diagrams.

Engineer: The Project Engineer, except that the term "Resident Engineer" shall have the meaning otherwise specified herein.

Final Acceptance: The written determination by the Awarding Authority that the Work has been 100% completed, except for the Contractor's indemnification obligations, warranty obligations, obligations to continue to maintain insurance coverage for the time periods provided in the Contract Documents, and any other obligations which are intended to survive Final Acceptance and/or the termination of the Contract.

General Bid: The completed bid form submitted by the Contractor in accordance with the requirements of either M.G.L. c. 149 or M.G.L. c. 30, sec. 39M.

Laws: All applicable statutes, regulations, ordinances, codes, laws, orders, decrees, approvals, certificates, and requirements of governmental and quasi-governmental authorities.

Neutral: An impartial third party not having an interest in the Owner, DCR, the Contractor or the Project.

Notice to Proceed: The written notice provided by the Awarding Authority to the Contractor which authorizes the Contractor to commence the Work as of a date specified therein and complete the entire Work of the Contract by a date specified therein.

Or equal (or words of like import): Equal in the opinion of the Awarding Authority, determined pursuant to the provisions of M.G.L. c. 30, sec. 39M and the provisions of these General Conditions of the Contract.

Owner: The Commonwealth of Massachusetts or political subdivision thereof, authority, or other instrumentality that will own the Work.

Plan(s): Drawing(s).

Product Data: Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work. Product data also include any such information or instructions produced by the manufacturer or distributor of such materials or equipment and made readily available by said manufacturer or distributor.

Progress Schedule: The progress schedule Approved by the Awarding Authority in accordance with Article VI of these General Conditions of the Contract.

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, the Department of Conservation and Recreation, or by separate contractors.

Project Engineer: The Awarding Authority's representative assigned to the Project.

Punch List: A list of items determined by the Awarding Authority to be minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work for its intended purpose.

Resident Engineer: The On-Site representative of the Awarding Authority.

Samples: Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

Schedule of Values: The schedule Approved by the DCR pursuant to Article VIII of these General Conditions of the Contract which allocates the Contract Price to the various portions of the Work and is used as a basis for payments to the Contractor.

Shop Drawings: Drawings, diagrams, details, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.

Site: The land and, if any, building(s), space within any such building(s), or other structures on which or in which the Contractor is to perform the Work.

Specifications: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

Subcontractor: Person or entity with whom the Contractor contracts in order to perform the Work, except as otherwise specifically provided or required herein or by Law.

Substantial Completion: For work subject to M.G.L. c. 30 sec. 39K, "substantial completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the DCR, less than one percent of the original contract price, or (2) the Contractor substantially completes the Work and the DCR takes possession for occupancy, whichever occurs first. For work subject to M.G.L. c. 30 sec. 39G, "substantial completion" shall mean either that the work required by the Contract has been fully completed, completed except for work having a Contract Price of less than one percent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

Superintendent: The licensed construction supervisor who is an employee of the Contractor designated to be in full-time attendance at the Site throughout the prosecution and progress of the Work and who shall have complete authority to act for the Contractor.

Work: The Work defined in Article 1 of the Department of Conservation and Recreation - Contractor Agreement, Article II, Section 2 of these General Conditions of the Contract and otherwise in the Contract Documents.

Working Hours: 7:00 a.m. to 5:00 p.m., but not more than eight hours per day, Monday through Friday, unless otherwise specified by applicable Laws or deemed necessary by the DCR for traffic considerations or to minimize other contract impacts to the public.

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents, but which have recognized technical, or trade meanings are used in accordance with those meanings. For additional definitions of terms, abbreviations and references refer to the *Special Conditions or Specifications*.

ARTICLE II: EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS

1. Execution.

The execution of the Department of Conservation and Recreation – Contractor Agreement by the Contractor is a representation that the Contractor has visited the Site, has become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

2. Scope of Work.

The Work consists of the Work identified in the Contract Documents. The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by the Contractor or that the Contract Documents require the Contractor to cause to be supervised, overseen, performed or furnished. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

3. Interpretation.

A. The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by the Contractor as a part of this Contract.

B. All things that in the opinion of the Project Engineer may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the Contractor. The Project Engineer shall determine whether the detail Plans conform to the general Plans and Contract Documents, except as may be otherwise determined by the DCR.

C. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.

D. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the Advertisement, notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.

E. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:

- First Priority: Contract Modifications
- Second Priority: Department of Conservation and Recreation - Contractor Agreement
- Third Priority: General Conditions of the Contract
- Fourth Priority: Special Conditions of the Contract
- Fifth Priority: Drawings -- Schedules take precedence over enlarged detail Drawings, and enlarged Detail Drawings take precedence over reduced scale Drawings; figured dimensions shall prevail over scale.
- Sixth Priority: Specifications

4. Distribution of Work.

The distribution of the Work is intended to be described under the appropriate trades and, except for filed sub-bid work, may be redistributed, except as directed herein, provided that such redistribution shall cause no controversy among the trades and no delay in the progress of the Work.

5. Contract Price.

The Contract Price constitutes full compensation to the Contractor for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work and/or the action of the elements and constitutes the maximum compensation regardless of any difficulty incurred by the Contractor in connection with the Work or in consequence of any suspension or discontinuance of the Work. The costs associated with the requirements of the General Conditions and any required in the Special Conditions or Specifications shall be included in the Contract Price and no direct or separate payment shall be made to the Contractor.

ARTICLE III: CONTROL OF WORK/ADMINISTRATION OF THE CONTRACT

1. DCR.

The Project Engineer shall be responsible for the general administration of the Contract. Except as otherwise specifically provided herein, the Project Engineer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract and shall decide all questions which may arise as to the interpretation of the Plans and Specifications and as to the fulfillment of this Contract on the part of the Contractor.

2. Right of Access to Work.

The DCR, and persons designated by it, may for any purpose enter upon the Work, the Site, and premises used by the Contractor, and the Contractor shall provide safe facilities therefor. Other contractors of the DCR may also enter upon the same for the purposes which may be required by their contracts or work. Any differences or conflicts which may arise between the Contractor and other contractors of the DCR with respect to their work shall be initially resolved by the DCR.

3. Inspection No Waiver.

No inspection by the DCR or its employees or agents, and no order, measurement, certificate, approval, payment order, payment, acceptance or any other action or inaction of any of them, shall operate as a waiver by the DCR of any provision of this Contract.

ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR

The Contractor shall complete for the Contract Price all of the Work in a proper, thorough, and workmanlike manner in accordance with the Contract Documents. Without limiting the foregoing and without limiting the Contractor's obligations under any other provision of the Contract Documents, the Contractor shall for the Contract Price perform the following general obligations:

1. Review of Contract Documents and Field Conditions.

A. Before commencing the Work, the Contractor shall carefully study the Contract Documents and carefully compare all Specifications, Plans, Drawings, figures, dimensions, lines, marks, scales, directions of the Project Engineer, and any other information provided by the DCR and shall at once report to the Project Engineer in writing any questions, errors, inconsistencies, or omissions.

B. Before commencing the Work, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents and shall at once report to the Project Engineer in writing any questions, errors, inconsistencies, or omissions.

C. Any work performed by the Contractor after the discovery of said discrepancies without the written approval of the DCR shall be at the Contractor's risk and expense.

D. The Contractor shall be responsible for any and all errors in the Work arising from the Contractor's failure to comply with any of the requirements set forth in this section. The Contractor shall not be entitled to any extra compensation for any work or expense arising from or caused by his/her failure to comply with said requirements.

2. Supervision and Construction Procedures: Coordination: Cutting, and Patching.

A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and shall have control over, construction means, methods, techniques, sequences, and procedures, and shall be responsible for coordinating all portions of the Work under the Contract.

B. The Contractor shall be responsible for the proper fitting of all work and the coordination of the operations of all trades, subcontractors, and material suppliers engaged upon the Work. The Contractor shall guarantee to each of its subcontractors all dimensions which they may require for the fitting of their work to all surrounding work. Where equipment and lines of piping are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of embedded piping and conduit included in the Work. The Contractor shall coordinate the work of any Subcontractor and prevent all interferences between the equipment, lines of piping or structural and architectural features, and avoid any unsightly arrangements in exposed work.

C. The Contractor should note that other contractors may be working on or near the Site where the Contractor's Work is being performed. The Contractor shall coordinate his/her work and the operations of all trades, subcontractors, and material suppliers engaged upon the Work so as not to interfere with or hinder the progress or completion of work being performed under another DCR contract.

D. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor, except as may be specifically noted otherwise under any particular filed sub-bid section of the Specifications.

E. The Contractor shall be responsible to the DCR for the acts and omissions of the Contractor's employees, agents and Subcontractors, and their agents and respective contractors' employees, and other persons performing portions of the Work or supplying materials therefor.

F. The Contractor shall be responsible for the inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

G. The Contractor shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The Contractor shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The Contractor shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.

H. Unless otherwise required by the Plans and Specifications, or directed in writing by the DCR, Work shall be performed during regular Working Hours. However, if the Contractor desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts or federal holidays, then the Contractor shall allow ample time to allow satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The DCR shall bill the Contractor directly for such costs.

I. Work performed outside of regular Working Hours without the consent or knowledge of the DCR shall be subject to additional inspection and testing as directed by the DCR. The cost of this inspection and testing shall be borne by the Contractor whether the Work is found to be acceptable or not. The DCR at its election shall be entitled either to issue a credit Change Order to cover such cost or to withhold such cost from any further payments due the Contractor and/or to receive a payment from the Contractor of the amount of such cost.

3. Superintendent.

A. The Contractor shall employ a Superintendent whose appointment shall be subject to the Approval of the DCR. The Superintendent shall be in attendance at the Site full-time during the performance of the Work. The Superintendent shall represent the Contractor. Communications given to and from the Superintendent shall be deemed given to and from the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case. The Superintendent shall attend each job meeting. The Superintendent shall be responsible for coordinating all of the Work of the Contractor and the Subcontractors.

B. The Superintendent shall be a competent employee regularly employed by the Contractor. The Superintendent shall be licensed in accordance with the Building Code, if applicable, and shall have satisfactorily performed similar duties on previous construction projects similar in type, complexity, and scale to the Project. The Superintendent's resume shall be submitted to the DCR prior to commencement of construction together with such other information as the DCR may reasonably require in order to determine whether or not to Approve of his or her appointment. Any change in the Superintendent shall require the prior consent of the DCR. The Contractor shall establish an emergency telephone line by which the DCR or its agents may contact the Superintendent during non-working hours.

4. Labor.

A. The Contractor shall employ only competent workers. 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 skilled in tasks assigned to them. Whenever the DCR shall notify the Contractor in writing that any worker is, in the DCR's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of the DCR.

B. The Contractor shall employ a sufficient number of workers to carry on the Work with all proper speed in accordance with Laws, the requirements of the Contract Documents, and the Progress Schedule.

C. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-subcontractors in such a manner as will result in harmonious labor relations on the Project Site. If union and nonunion workers are employed to perform any part of the Work, the Contractor shall establish and maintain separate entrances to the Site for the use of union and nonunion workers. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the DCR's reasonable judgment due to a labor dispute, the DCR shall have the right to require the Contractor to employ substitutes acceptable to the DCR.

D. The Contractor shall bear the entire expense, and no separate or direct payment shall be made by the DCR, as a result of extra work which may be necessary because of inferior workmanship, or for specific items of work which are normally considered a part of good workmanship in completing any particular phase of the work.

5. Notices and Permits.

A. The Contractor at its sole cost shall take out and pay for all approvals, permits, certificates and licenses required by Laws, pay all charges and fees, and pay for (or cause the appropriate Subcontractor to pay for) all utilities required for the proper execution of the Work. All permits secured by the Contractor, complete with the application and orders of conditions, shall be kept on file in the Contractor's office and field office with copies submitted to the Project Engineer.

B. The Contractor shall comply with all Laws and shall give all notices required thereby.

C. Except as otherwise specified in this Contract, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the Contractor observes that portions of the Contract Documents are at variance with the requirements of Laws, the Contractor shall promptly notify the DCR in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.

D. If the Contractor performs work knowing it to be contrary to Laws without giving such notice to the DCR, the Contractor shall bear full responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

6. Lines, Marks etc.

The Contractor shall furnish batter boards and stakes and shall cause to be placed and maintained thereon so as to be easily read, such lines, marks and directions relating to the Work as the Project Engineer shall from time to time direct. The Project Engineer shall establish base lines and benchmarks on the Drawings for the locations of the Work but all other lines and grades in the field shall be determined by the Contractor.

7. Excavation.

The Contractor shall prevent by sheeting and shoring or bracing, if necessary, any caving or bulging of the sides of any excavation made by the Contractor, leaving sheeting, and shoring in place, or if any is removed, filling solid the spaces left thereby.

8. Dewatering/Hoisting/Staging.

The Contractor shall provide pumping, drainage, and disposal of all water and other flows so that no puddle, nuisance, or damage will be caused by water or flooding. If pumping results in contaminated water the Contractor shall take appropriate measures to treat this water prior to discharge and shall seek appropriate permits for discharge of water. The Contractor shall provide all hoisting equipment and machinery required for the proper execution of the Work. The Contractor shall provide all exterior and interior staging required to be over eight feet in height, except as may be otherwise provided in the Contract Documents.

9. Corrections to the Work: Inspection No Bar to Subsequent Corrections.

The DCR's inspection of the Work shall not relieve the Contractor of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the DCR whether or not such work and/or materials have been previously overlooked or misjudged by the Resident Engineer or Project Engineer and accepted for payment. If the Work or any part thereof shall be found defective at any time before the Final Acceptance of the whole Work, the Contractor shall forthwith cease the performance of any defective work in progress and, whether or not such work is still in progress, shall forthwith correct such defect in a manner satisfactory to the Project Engineer. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Project Engineer as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the Contractor shall forthwith remove such materials from the Site. The Contractor shall pay for the cost of making good all work or property of other contractors, the Owner or of the Department of Conservation and Recreation destroyed or damaged by such removal or replacement; repair any injury, defect, omission, or mistake in the Work as soon as it is discovered; finish and immediately make good any defect, omission, or mistake in the Work; and complete and leave the Work in perfect condition.

10. Sanitary Facilities.

The Contractor shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following requirements unless otherwise specified in the Special Conditions or Specifications.

A. There shall be no fewer facilities than the number required by applicable Laws.

B. Facilities shall be always kept in a clean sanitary condition and shall be adequately screened to be inaccessible to flies. (**Note:** If existing sanitary facilities at the Site are to be used by the Contractor, this requirement will be modified accordingly in the Special Conditions or Specifications.)

11. Temporary Offices.

A. Contractor's Field office. The Contractor shall erect a temporary field office at or near the Site of the Work at which the Contractor's authorized representative shall be always present while the Work is in progress. Instructions, notices, and other communications delivered there by the DCR shall be deemed delivered to the Contractor. The Contractor shall adequately furnish and maintain this office in a clean, orderly condition.

B. Resident Engineer's Office. The Contractor shall erect an Office for the Resident Engineer if, and as required by the Special Conditions or Specifications of the Contract.

12. Telephones.

A. The Contractor shall provide and maintain telephone service in the Contractor's field office. The Contractor shall pay for all calls and costs relating to this service. The DCR and its employees and authorized agents shall always be allowed the use of this telephone service without charge. Telephone service and equipment shall meet the requirements, if any, of the Special Conditions or Specifications.

B. The Contractor shall also provide and maintain telephone service in the Resident Engineer's Office, when the Contractor is required to erect such office, for the use of the DCR and its employees and authorized agents. The Contractor shall pay for all calls and costs relating to this service. Telephone service and equipment shall meet the requirements, if any, of the Special Conditions or Specifications.

13. Project Sign.

A. The Contractor shall furnish and erect at a suitable location, Approved by the Project Engineer, at the start of the work, a sign having dimensions of at least eight (8) feet long by four (4) feet high, bearing the words: Massachusetts Department of Conservation and Recreation. Also included may be the project title, expected completion date, and facility name.

B. The Contractor shall submit the design of the sign to the Project Engineer for review and approval prior to posting.

14. Contract Documents and Samples at the Site.

The Contractor shall maintain at the Site for the use and information of the DCR one record copy of the Drawings, Specifications, Addenda, Change Orders, Approved Shop Drawings, Product Data, Samples, updated Progress Schedule, and all other submittals, all in good order and marked currently to record changes and selections made during construction. These shall be available to the DCR and shall be delivered to the DCR upon completion of the Work.

15. Safety Laws, Regulations, and Practices.

A. The Contractor shall comply with all health and safety Laws applicable to the Work. Without limitation,

(1) If the Contractor uses or stores toxic or hazardous substances it shall comply with M.G.L. c. 111F, sec. 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21; and shall post a Workplace Notice obtainable from the Department of Labor and Workforce Development.

(2) The Contractor shall comply with the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, M.G.L. c. 21C, M.G. L. c. 21E, and any other Laws affecting toxic or hazardous materials, solid, special, or hazardous waste (collectively "Hazardous Materials Laws"). Should the Contractor discover unforeseen materials subject to Hazardous Materials Laws at the Site, the Contractor shall immediately notify the DCR of such discovery.

(3) The Contractor shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the Contractor shall comply with Dig Safe Laws. Dig Safe is the Utility Underground Plant Damage Prevention System established pursuant to M.G.L. c. 164, sec. 76D. This System is operated by Dig Safe Systems, Inc., located at 331 Montvale Avenue, Woburn, MA 01801, whose toll-free telephone number is 1-888-DIG-SAFE (1-888-344-7233). The Contractor shall notify Dig Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by certified mail, with a copy to Department of Environmental Protection (DEP). This notice shall be given at least 72 hours prior to the work, but not more than sixty days before the work is to be done. Such notice shall state the name of the street or the route number of the way and shall include an accurate description of the location and nature of the proposed work. Dig-Safe is required to respond to the notice within 72 hours of receipt by designating the location of pipes, mains, wires, or conduits at the Site. The Contractor shall not commence work until Dig-Safe has responded. The work shall be performed in such manner and with reasonable precautions taken to avoid damage to utilities under the surface at the work location. The Contractor shall provide the Superintendent with current Dig-Safe regulations, and a copy of M.G.L. c. 82, sec. 40. Any costs related to the services performed by Dig-Safe shall be borne by the Contractor.

(4) The Contractor shall comply with Public Law 92-596, "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction, U.S. Code Title 29, sections 651 et seq. including Volume 36, numbers 75 and 105 of the Federal Register as amended, and as published by the U.S. Department of Labor.

(5) The Contractor shall comply with M.G.L. c. 149, sec. 129A, relative to shoring and bracing of trenches.

B. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to persons (whether under his management, DCR staff, or the general public) or property. Nothing herein shall relieve Subcontractors of their responsibility for the safety of persons and property, and for compliance with all Laws applicable to the Work and their activities in connection therewith. Without limitation, the Contractor shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (1) all agents and employees and contractors on the Work and all other persons who may be affected thereby including the general public, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care custody or control of the Contractor or any of its Subcontractors or any contractors directly or indirectly contracting through any of them, and (3) other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall promptly remedy all damage or loss to any such property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the Contractor shall:

(1) post and maintain adequate danger signs and other warnings against hazards.

(2) promulgate safety regulations and give appropriate notices to the DCR and users of adjacent utilities and property.

- (3) ensure the adequate strength and safety of all scaffolding, staging and hoisting equipment, temporary shoring, bracing, and tying.
- (4) protect adjoining private or public property.
- (5) provide barricades, temporary fences, and covered walkways required by prudent construction practices, Laws and/or the Contract Documents.
- (6) furnish approved hard hats and other personal protective equipment, furnish approved first aid supplies, furnish the name of the first aid attendant, and maintain a posted list of emergency facilities.
- (7) provide proper means of access to property where the existing access is cut off by the Contractor, including maintaining traffic over, through or around the Work included in this contract, with the maximum safety, and practicable convenience to such traffic suspended temporarily.
- (8) maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction to guard or protect travelers from injury from such obstruction.
- (9) maintain adequate security at the Site so as not to expose the Work, the materials to be incorporated in the Work, DCR's materials stored or otherwise located upon the Site, and surrounding property to vandalism or malicious mischief.
- (10) provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumbers' torches and other flame and spark producing apparatus.
- (11) take prompt action to correct any dangerous or hazardous conditions.

C. Use of Explosives: The use of explosives will not be permitted in the Work unless specifically authorized in the technical Specifications, Special Conditions and/or Drawings or approved by the DCR in writing. If such approval is given, the Contractor shall comply with all Laws and obtain all permits, approvals, and certificates required in connection with the same and shall exercise best efforts, including but not limited to the employment and supervision of properly qualified personnel, to prevent damage, injuries, and accidents involving said explosives.

D. Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of public or private utilities of his/her intention to commence operations affecting such utilities at least seventy-two (72) hours exclusive of Saturdays, Sundays, and legal Holidays in advance of the start of such operations, and the Contractor shall at the same time file a copy of said notice with the DCR.

E. When necessary, the Contractor shall cooperate with representatives of public service companies to avoid damage to their structures by furnishing and erecting suitable supports, props, shoring or other means of protection. Fire hydrants adjacent to the work always shall be readily accessible to fire apparatus and no materials or other obstructions shall be placed within a radius of 10 feet of a fire hydrant.

F. Although the drawings may indicate the approximate location of existing subsurface utilities in the vicinity of the work, the accuracy and completeness of the information is not guaranteed by the DCR. Before commencing any work, or operations which may endanger or damage any subsurface structures, the Contractor shall carefully locate all such structures and conduct his/her operations in such manner as to avoid damage thereto. He/she shall not interrupt live services until new services have been provided. All abandoned services shall be plugged or otherwise made secure.

G. If the Contractor wishes to have any utilities temporarily relocated for his/her convenience, other than those specified by DCR, he/she shall submit such a request in writing to the Project Engineer. If the DCR approves this request, the Contractor shall pay for the cost of the relocation at his/her sole expense.

H. Land monuments and property markers shall be carefully protected. If is necessary to remove land monuments and/or property markers to perform the contract Work, the Contractor shall do so only at the DCR's direction and after an authorized agent of the DCR has referenced their location.

I. The Contractor shall not injure or remove trees or shrubs without authorization from the DCR.

J. Disturbance or damage to any above- or below-ground structures, conduits, cables, or the like, caused by any act of omission, neglect or misconduct in the execution or non-execution of work thereof by the Contractor shall be repaired, and/or replaced by the Contractor to the satisfaction of the DCR and at no additional expense to the DCR.

K. Disturbance or damage to any structure shall be replaced or repaired by the Contractor to the satisfaction of the DCR and at no additional expense to the DCR.

L. The Contractor shall receive no extra compensation for protection and restoration of property unless said compensation is authorized in writing by the DCR, as specified under Article VI I of the Contract General Conditions.

M. The Contractor shall not permit cutting or welding in or immediately adjacent to existing property of the Department of Conservation and Recreation or of anyone else without the DCR's prior approval in each instance.

N. The Contractor shall designate by notice to the DCR a responsible member of its organization at the Site whose duties shall include preventing accidents.

O. The Contractor shall submit to the DCR without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

P. In any emergency affecting the safety of persons or property the Contractor shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The Contractor shall immediately notify the DCR of such emergency.

16. Environmental Protection

A. The DCR shall secure the required environmental permits required under M.G.L. Chapters 131 and 91, including the National Pollutant Discharges Elimination System (NPDES) Construction General Permit and those issued by the Army Corps of Engineers under Section 404 of the Clean Water Act (33 U.S.C. 1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403). The Contractor is obligated to conform to all the requirements of the permits and subsequent requirements issued by the governing agencies.

B. Contractors operating under a DEP permit shall post on the Site a sign in a format consistent with that enclosed.

C. Prevention of Water Pollution:

1. The Contractor shall take such precautions in the conduct of the Work as may be necessary to avoid contaminating water in adjacent watercourses, water resources or wetlands. All earthwork, moving of equipment, water control for excavation or foundation areas, and other operations likely to create silting shall be conducted to avoid pollution of watercourses, water resources and wetlands.

2. Erosion Control: The Contractor shall utilize such methods as may be necessary to effectively prevent erosion and sediment from entering nearby waterways.

3. Control of Surface Water Runoff: The Contractor shall keep the rate of runoff from the Site at a minimum, and control it by constructing diversion ditches, trenches, and berms, and taking any other necessary action to retard and divert runoff to protect watercourses. The Contractor shall inspect said Site controls regularly, after significant storm events (greater than one-half inch over a 24-hour period) and in accordance with a site-specific storm water pollution prevention plan (SWPPP) prepared by the Contractor. The Contractor shall repair any damage to Site controls to prevent discharge of sediments or pollutants.

4. The Contractor shall construct silt retention basins in areas of the Work adjacent to streams, or rivers, as directed by the DCR. These basins shall be removed upon completion of the Work. Water used during the Work which has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage or other pollutants shall be discharged in accordance with all Laws to avoid affecting nearby waters.

5. Under no circumstances shall the Contractor discharge pollutants into any watercourse, water resource, or wetland. When water from adjacent natural sources is used in the contract work, intake methods shall be such as to avoid contaminating the source of supply.

D. Protection of Land Resources

1. Prevention of Landscape Defacement: The Contractor shall not deface, injure, remove, cut, or destroy trees or shrubs, without authority from the DCR. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically approved by the DCR. Where such activity is permitted, the Contractor shall adequately wrap the tree with burlap or rags over which softwood slats shall be tied. The Contractor shall be responsible for any damage resulting from such use. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by equipment, dumping, or other operations, the Contractor shall protect such trees by placing boards, planks or approved protective fencing around them.

2. Restoration of Landscape Damage: Any trees or other landscape feature scarred or damaged by equipment or operations shall be restored as nearly as possible to the original condition, as approved by DCR. All trimming or pruning shall be performed in an approved manner by licensed arborists with saws or pruning shears. Trimming with axes will not be permitted.

3. Plant Pest Control: If the Work under this contract requires the use of soil moving equipment in an area with plant infestation, the Contractor shall be subject to applicable plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas to area's noninfected

E. Noise Control: The Contractor shall use every effort and every means possible to minimize noise caused by his/her operations which the DCR may consider objectionable. Each Contractor shall provide working machinery and equipment designed to operate with the least possible noise, and when gearing is used, such gearing shall be of a type designed to reduce noise to a minimum. Compressors shall be equipped with silencers on intake lines. All gas or oil operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. Electricity shall be used for power to reduce noise. Dumping bins, hoppers and trucks used for disposal of excavated materials shall be lined with wood or other sound-deadening material if required. Where required by agencies having jurisdiction, certain noise-producing work may have to be performed during specified periods only.

E. Air Pollution Control: The Contractor shall conduct his/her operations to comply with all Laws pertaining to air pollution, including Section 142B of Chapter 111 of the Massachusetts General Laws.

1. Diesel Equipment Emission Controls

a.) All motor vehicles and construction equipment shall comply with all pertinent local, state, and federal regulations covering exhaust emission controls and safety.

b.) All Contractor and Sub-Contractor diesel-powered non-road construction equipment with engine horsepower (HP) ratings of 50 and above, which are used on the Project Site for a period in excess of 30 calendar days over the course of the construction period on the Project Site, shall be retrofitted with Emission Control Devices to reduce diesel emissions.

c.) The reduction of emissions of volatile organic compounds (VOCs); carbon monoxide (CO) and particulate matter (PM) from diesel-powered equipment shall be accomplished by installing Retrofit Emission Control Devices.

d.) Acceptable Retrofit Emission Control Devices for the Project shall consist of oxidation catalysts that are (1) included on the US Environmental Protection Agency (EPA) *Verified Retrofit Technology List* and/or the California Air Resources Board (CARB) *Currently Verified Technologies List*; and (2) are verified by EPA, CARB, or certified by the manufacturer to provide a minimum emissions reduction of 50 percent for VOCs, 40 percent for CO and 20 percent for PM. Attainment of the required reduction in PM emissions can also be accomplished by using less polluting Clean Fuels. Verified technologies can be identified on the following websites:

EPA: <http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm>

CARB: <http://www.arb.ca.gov/diesel/verdev/verifiedtechnologies/cvt.htm>

e.) The emission control equipment can be procured through the Statewide Contract #VEH71 that has fixed costs associated with retrofitting of diesel emission control devices.

f.) Construction shall not proceed until the Contractor has submitted a certified list of the non-road diesel-powered construction equipment subject to this provision which either are or will be retrofitted with emission control devices. The list shall include (1) the equipment number, type, make, and Contractor/Sub-Contractor name; and the emission control device make, model, and EPA verification number. Contractors shall also submit a receipt or other documentation from a manufacturer or installer that verifies that appropriate equipment has been installed. The Contractor shall also identify any vehicles that will use Clean Fuels. Equipment that has been retrofitted with an emission control device shall be stenciled or otherwise clearly marked as "Low Emission Equipment".

g.) The Contractor shall submit monthly reports, updating the same information stated in Paragraph f above, including the quantity of Clean Fuel utilized. The addition or deletion of non-road diesel equipment shall be indicated in the report.

h.) The Contractor shall use methods to control nuisance odors associated with diesel emissions from construction equipment including but not limited to the following: (1) turning off diesel combustion engines on construction equipment not in active use and on trucks that are idling for five minutes or more; and (2) locating diesel equipment away from the general public and sensitive receptors.

i.) All costs associated with implementation of the diesel equipment emissions control shall be borne by the respective Contractor or subcontractor and included in their cost for performing the work of the Contract.

2. Dust Control.

A. The Contractor is placed on notice that blowing dust from un-stabilized earth areas of the work under his/her control will be considered a nuisance. He/she shall, by spraying with water or by other approved means, dampen the soil to hold down the dust. The use of calcium chloride as a wetting agent will not be permitted. During working hours and before leaving the work for the evening, for weekends, or for a more extended period, the Contractor shall assess the moisture content of the soil and dampen it to the extent necessary to hold down the dust. While work is suspended, he/she shall return to work, if so, directed by the DCR, to maintain the dust control.

17. Debris, Excavated Material and Chemical Waste.

A. The Contractor shall not permit the accumulation of interior or exterior debris. The Contractor shall always keep the Work area clean. Without limitation, garbage shall be removed daily. Where no disposal area is shown on the Drawings, the Contractor shall remove and legally dispose of all materials off land owned by the Commonwealth to a location approved by the DCR. Documentation certifying proper disposal shall be submitted to the DCR.

B. The Contractor shall, at his/her own expense, and in accordance with all Laws, arrange for the waste of materials from excavations that are unacceptable for use in the refill or that are more than the refill materials required, in spoil banks off the lands owned by the Commonwealth of Massachusetts. Materials, if any, which cannot be placed at once in permanent positions may be deposited in storage piles at locations designated, but materials re-excavated from such storage piles shall not again be paid for as excavation.

C. The Contractor shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with Laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable Laws, including without limitation, hazardous materials laws. The Contractor shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the owner or officials in charge of such landfills, disposal, or recycling facilities. The Contractor shall bear all fees and costs in connection with such classification, removal, transportation, disposal, and storage, except as otherwise specifically provided or required by the Special Conditions or other Contract Document. The Contractor shall not permit any storage of debris or waste except in accordance with Laws.

D. The Contractor shall not permit any open fire on the Site.

E. Chemical Waste: Chemical waste shall be identified and labeled properly, stored in appropriate Department of Transportation approved containers in a secure location, removed from the Site, and disposed of not less frequently than monthly unless more frequently required by Laws, including without limitation hazardous materials laws, or by the Special Conditions or Specifications. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Stockpiles of contaminated soils will be placed on a protective surface and covered to prevent migration or erosive loss by wind or water. Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants shall be disposed of in accordance with procedures meeting all applicable Laws. The Contractor shall immediately notify the DCR of any hazardous materials release large enough to require reporting under applicable Laws. The Contractor shall be responsible for immediately containing and cleaning up in accordance with Laws any oil or hazardous materials releases resulting from his/her operations. Any costs incurred in cleaning up any such releases shall be borne by the Contractor.

18. Nuisances.

The Contractor shall strictly prohibit and take all necessary measures to prevent the committing of nuisances on the land of the Commonwealth and adjacent properties.

19. Weather Protection (M.G.L. c. 149, sec. 44G and 44F(1)).

A. For all building projects, the Contractor shall furnish and install "weather protection," which means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved by covering, enclosing and/or heating working areas such that a minimum temperature of 40 degrees Fahrenheit is maintained at the working surface during the months of November through March to permit construction to be carried on during such period in accordance with the Progress Schedule. After the building or portion thereof is completely enclosed by either permanent construction or substantial temporary materials having a resistance comparable to the specified permanent construction, the Contractor shall provide heat therein of not less than 55 degrees Fahrenheit nor more than 75 degrees Fahrenheit. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. Concrete, masonry, plaster, and all other materials that require special considerations in temperatures below 40 degrees Fahrenheit shall be installed, applied, and cured in accordance with the specific requirements for cold weather protection as defined in the project specifications.

B. The general contractor may, with the approval of the Engineer, elect to utilize the permanent heating system for temporary heat after the building is enclosed and after it has been tested and ready to operate. It shall, however, be his responsibility to thoroughly clean and restore to first-class condition any portion of the permanent heating system used for heating during construction to the satisfaction of the Engineer.

C. The Contractor shall furnish and install one thermometer for every 2,000 square feet of floor space or fraction thereof.

D. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate fire protection devices. Approved methods of heating should also provide for adequate ventilation to prevent exposing people and materials to carbon monoxide, carbon dioxide and other noxious fumes.

E. Within 30 calendar days after the award of this contract, the general contractor shall submit in writing to the Engineer three (3) copies of his proposed methods for "Weather Protection" for approval.

F. The Contractor shall give adequate notification to the Engineer and all subcontractors prior to the erection and removal of temporary protective enclosures.

G. Such weather protection shall be consistent with the Progress Schedule, shall permit the continuous progress of the Work necessary to maintain an orderly and efficient sequence of construction operations and shall meet such additional requirements as may be specified by the Special Conditions or Specifications.

20. Furnishings and Equipment.

When, in the opinion of the DCR, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Department of Conservation and Recreation not covered by this Contract, the Contractor shall allow the DCR to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, or as constituting an acceptance of the whole or any part of the Work. Any furniture or fittings so installed shall be placed in the Work at the risk of the DCR except that the Contractor shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of Contractor, Subcontractors, their agents and/or employees, or anyone for whose acts the Contractor is responsible.

21. Form for Sub-contract.

The Contractor when subcontracting with sub-bidders filed pursuant to M.G.L. c. 149, sec. 44F shall use the form for sub-Contract in M.G.L. c. 149, sec. 44F(4)(c). The Contractor shall not interpret paragraph 3 of the statutory form of Subcontract to require such sub-bidders to provide insurance with limits higher than the limits that are required by the Contract Documents, assuming that the term "Contractor" refers to the sub-bidder and that the term "Contract Price" refers to the sub-bidder's price stated in paragraph 1 of the statutory form of Subcontract.

22. Sales Tax Exemption and Other Taxes.

All building materials and supplies as well as the rental charges for construction vehicles, equipment and machinery rented exclusively for use on the Site, or while being used exclusively for the transportation of materials for the Work are entitled to an exemption from sales taxes under M.G.L. c. 64H, sec. 6(f). The Contractor shall take all action required to obtain the benefit of such sales tax exemption. The Contractor shall bear the cost of any sales taxes that the Contractor incurs in connection with the Work and the DCR shall not reimburse the Contractor for any such taxes. The exemption number assigned to the Contractor as an exempt purchaser shall be provided to the Contractor by the DCR upon the written request of the Contractor.

23. Final Cleaning.

At the completion of the Work, the Contractor shall remove all waste materials, rubbish, tools, equipment, machinery, and surplus materials, and professionally clean all sight-exposed surfaces so that the Work is clean and ready for occupancy and/or use. Subsequent to installation of DCR furniture, telephones, and equipment, the Contractor shall provide such additional cleaning as may be necessary to remove any soil resulting from installation of such furniture, telephones, and equipment. The costs of the required cleaning are included in the Contract price.

All permanent drainage structures such as catch basins, permanent detention or retention basins, drainage conveyances, piping, sumps, and particle separators will be cleaned of sediments and debris prior to acceptance of the Work. Any sediments or debris accumulated during construction shall be removed and disposed in accordance with local and state requirements.

24. Maintenance Data.

Subject to such additional requirements as may be provided in the Special Conditions or Specifications, the Contractor shall compile 3 complete and identical binders of operating and maintenance data for the entire Work. The Contractor shall submit record maintenance data to the DCR for approval and shall instruct and train the DCR's personnel in proper inspection and maintenance procedures.

25. Drainage Specifications.

Subject to such additional requirements as may be provided in the Special Conditions or Specifications, where construction involves replacement or construction of new storm water drainage systems including but not limited to catch basins, roof drains, recharge to groundwater systems and outfall structures, the Contractor shall provide drawings and electronic records in a form acceptable to the DCR that provides specifications and a site plan that identifies locations of the drainage system components and cleanout, if applicable.

26. Closeout Procedures.

The Contractor shall take all actions and submit all items required for Final Acceptance as specified in the Contract Documents.

27. Risk of Loss.

The Contractor shall bear all risk of loss to the Work during the term of the Contract except for any portion of the Work as to which the DCR has given final acceptance. Nothing herein shall limit the Contractor's responsibilities under Article IX or XV of these General Conditions of the Contract.

28. Photographs.

A. At the request of the DCR, the Contractor shall furnish the DCR suitable 4" X 6" color photographs and/or digital image files of the construction area, and any related work areas.

B. If the DCR requires the Contractor to provide photographs of the Work, the areas to be photographed and the locational reference point from which they are to be taken will be designated by the DCR, and shall be taken according to the following schedule:

- a. Before construction operations have been started.
- b. Each month during the performance of the Work.
- c. After construction has been completed.

C. Each photograph shall have permanently written on its face a legible description or title indicating date, location, direction from which taken, project title and item of work photographed.

D. Upon completion of all work under this contract, the Contractor shall deliver all negatives, clearly identified, to the DCR. Photographs will be placed in acetate sleeves and bound in three booklet form.

E. The cost of furnishing photographs shall be included in the prices bid for the various items scheduled in the Proposal.

ARTICLE V: MATERIALS AND EQUIPMENT

1. Materials Generally.

A. Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for 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 incorporated or to be incorporated in the Work.

B. Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform himself/herself as to, and shall comply with, the provisions of M.G.L. c. 7, sec. 23A, as amended, and shall abide by the same and all applicable rules, regulations, and orders made thereunder in relation to the purchase of supplies and materials in the execution of the Work, including the provisions of M.G.L. c. 7, sec. 22, paragraph 17, which provides that there be *"a preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the Commonwealth, and, second, of supplies and materials manufactured and sold elsewhere within the United States."*

C. All materials furnished by the DCR to the Contractor for installation in the work will be delivered by freight train, truck, or other means of common carrier to the nearest convenient public railroad siding, freight station, trucking terminal or such other designated delivery point of which he will receive due notification. The Contractor, at his/her own expense, shall do all handling and conveying of such materials at and from the noted deliver site. He shall unload and remove them promptly from the cars, trucks, or terminals upon notification of their arrival and he shall be responsible for any demurrage, delay charges, damage done or loss of materials from the time of delivery to the final acceptance of the work. Materials previously delivered shall be turned over to the Contractor as soon as possible after the date ordered to begin work. He shall make a complete inventory with the Resident Engineer as to content and condition; thereafter he shall be responsible for the care, custody, and handling until the final acceptance of the work.

2. Shop Drawings, Product Data, and Samples.

A. The Contractor shall furnish to the Project Engineer all samples of the materials to be used in the execution of the Work as required by the Contract Documents. The Contractor shall furnish to the DCR in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams which may be necessary for acquiring and installing materials. These shall be reviewed as required by the DCR. A minimum of six (6) copies shall be submitted for final approval, one of which shall be returned to the Contractor, one given to the Resident Engineer, and four maintained by the DCR. The inspection and approval by the DCR of Shop Drawings, etc. shall be general and shall in no way relieve the Contractor from responsibility for proper fitting, coordinating, construction, and construction sequencing. The Contractor shall furnish to the DCR such information and vouchers relative to the Work, the materials therefore, and the persons employed thereon, as the DCR shall from time-to-time request.

B. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

C. The Contractor shall review, approve, and submit to the DCR, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the DCR or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents, or which do not comply with the Contract Documents may be returned without action. The Contractor's attention is directed to the provisions of Section 4 of this Article V and to the Specifications.

D. The Contractor shall prepare and keep current for the DCR's approval a schedule of submittals which is coordinated with the Progress Schedule and allows the DCR reasonable time to review submittals.

E. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the DCR. Such Work shall be in accordance with Approved submittals.

F. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

G. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the DCR's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the DCR in writing of such deviation at the time of submittal and the DCR has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the DCR's actions.

H. 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 DCR on previous submittals.

I. Informational submittals upon which the DCR is not expected to take responsive action may be so identified in the Contract Documents.

J. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The DCR shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

K. Materials furnished or used or employed under the Contract must be equal in quality to the samples furnished and be satisfactory to the DCR.

3. Tests.

A. Any material to be used in the Work may be tested or inspected at any time, on or off Site, by or under direction of the DCR, and may be rejected if it fails to comply with specified tests. The Contractor shall test all materials unless specified otherwise in the Special Conditions or Specifications. The Contractor shall also pay for all testing of specified material unless specified otherwise in the Special Conditions or Specifications. If the Contractor requests permission to use a material that was not specified, then the Contractor in all cases shall pay for such testing. The cost of testing of materials that fail the testing criteria shall be borne by the Contractor

B. The Contractor shall notify the DCR of the proposed sources of materials in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The Contractor shall have no claim arising from the Contractor's failure to designate the proposed source or to order the material in time for adequate testing and inspection. Necessary arrangements shall be made to permit the DCR to make factory, shop or other inspection of materials or equipment ordered for the Work in the process of manufacture or fabrication, as required by the Contract Documents. The DCR will not assume any obligation for the sampling and testing of materials other than on the Site, unless so required by the Specifications.

C. Where tests of materials will be made by the DCR or under its direction, the Contractor or his/her suppliers shall furnish such facilities as the DCR may require for collecting and forwarding samples and shall not make use of, nor incorporate into the Work, any material represented by the samples until the required tests have been made and the material accepted, unless otherwise directed. The Contractor in all cases shall furnish the required samples without charge. In the event of failure of materials to meet the Contract Documents, any retesting of new materials or of the same materials after reworking, shall be paid for by the Contractor.

D. The testing of the Work shall not relieve the Contractor of any of his/her obligations to fulfill the terms of the Contract as herein prescribed by the Contract Documents. Failure to reject any defective work or materials shall in no way prevent later rejection when such defect is discovered, notwithstanding that such defective work or materials had been previously overlooked or misjudged by the DCR and accepted or estimated for payment, nor shall such obligate the DCR to make final acceptance thereof. If sampling and testing reveal that the material is unsatisfactory, it will then be the responsibility of the Contractor to remove it from the Work, replace it, or blend it with such other material so that an acceptable material will be produced. The removal, replacement and blending of such material shall be done by the Contractor without additional compensation.

4. "Or Equal" Submissions.

A. Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or Approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if in the opinion of the DCR (a) it is at least equal in quality, durability, appearance, strength, and design, (b) it performs at least equally the function imposed in the general design for the Work, and (c) it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications. Any structural or mechanical changes made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the Contractor. If the cost of the material substituted as an "or equal" is less than the cost of the material specified, such savings in cost shall be credited to the DCR and deducted from the price. "Approved equal" shall mean an item with respect to which the DCR shall have issued a written statement to the Contractor to the effect that the item is, in the DCR's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.

B. The Contractor shall be responsible for providing the DCR with any information and test results that the DCR reasonably requires to determine whether a material is equal to a material named or described in the Contract Documents.

C. The Contractor shall make all requests for substitution of a material named or described in the Contract Documents in writing, and at least thirty (30) days prior to the date the materials will be used in the Work, or immediately upon becoming aware of the following exigencies: (1) the non-availability of the specified material, (2) delay of the delivery of the specified material that will preclude the completion of the Work or any part thereof within the time specified in the Contract or (3) unforeseen field conditions that necessitate the substitution of the specified material. In no event shall the Contractor maintain a claim for delays based upon the DCR's review of such substituted materials if the Contractor failed to submit a written request for such substitution in accordance with the provisions of this paragraph. A written request for a material substitution due to an exigency set forth above shall be accompanied with documentation of the exigency, including but not limited to, a photocopy of a letter from the supplier or manufacturer stating that he/she is unable to furnish the specified materials and the reasons that he/she is unable to furnish the materials, as required by the DCR. If the Contractor's proposed substitution due to an exigency is declined, the DCR shall, at its discretion, specify an "or equal" substitution.

D. The Contractor shall have the burden of proof with respect to any claimed increases in the Contract Price resulting from the improper rejection by the DCR of any material proposed by the Contractor as an equal. No increase in the Contract Price shall be permitted unless the Contractor submits documentary evidence sufficient to prove to the reasonable satisfaction of the DCR that the rejection increased the Contractor's costs over the costs provided for in the Bid pricing documents, net of all savings the Contractor obtained by substituting other "or equal" items. The Contractor shall submit copies of all pricing materials, calculations, plans, Specifications, Drawings, and other design documents that the DCR deems necessary or desirable to evidence such increased costs. In calculating the Contractor's increased costs, a deduction shall be made for the amount of all costs that the Contractor would have incurred making structural or mechanical changes to include within the Work the item later found to have been improperly rejected.

5. Delivery and Storage of Materials: Inspection.

A. Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time, and stored so that their security, quality, and fitness of the materials for the Work is preserved.

B. Vehicle Weight Limits

1. The Contractor's attention is directed to Chapter 90, Section 19A of the General Laws as amended concerning the weight limits for construction type motor vehicles.
2. No materials supplied for the project shall be accepted in vehicles whose gross weight exceed the legal load limits as determined by the regulatory agencies of the Commonwealth and Federal Government
3. Weight slips that indicate the load exceeding the legal load limit will not be countersigned by the DCR.

C. If the Engineer so requests, the Contractor, at any time before final acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.

D. Necessary arrangements shall be made to permit the DCR to perform all required inspection and testing of materials or equipment ordered for the Work at the factory or shop during the process of manufacture or fabrication, or in storage on or off Site. The Contractor shall have no claims because of his/her failure to designate the proposed source of the material in time for adequate testing and inspection.

E. Materials stored off Site shall be insured and stored at the expense of the Contractor so as to guarantee the preservation of their security, quality, and fitness for the Work. Without derogating from the Contractor's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.

F. Expenses for inspection of material by DCR personnel including travel, quarters, and subsistence shall be borne by the Contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the DCR precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the DCR. If the Contractor requests an inspection of material stored outside the Commonwealth of Massachusetts, the DCR will initially pay for all expenses of inspecting the material incurred by DCR's personnel including travel, quarters, and subsistence. The DCR will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order for the amount of those expenses.

G. Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.

H. Where no inspection of materials is arranged by the DCR and before such materials are incorporated into the work, the Contractor shall be required to submit to the DCR for approval, three copies of the Manufacturer's or Supplier's statement for each kind of material furnished, which shall contain the following information:

1. Work for which the material is consigned.
2. Name of the Contractor to which the material is supplied.
3. Description of material supplied.
4. Quantity of material supplied.
5. Means of identifying the consignment, such as label, marking, seal number, etc.
6. Date and method of shipment.
7. Statement to the effect that the material has been tested and found in conformance with the Contract Documents.
8. Results of all required tests, or in lieu of said results, the Manufacturer's, or Supplier's guarantee that he/she shall maintain said results, and make them available to the DCR for a period of not less than three years from the date of final acceptance of final payment by the Commonwealth.
9. Signature of a person duly authorized to bind the Manufacturer or Supplier.

I. All storage sites shall be restored to their original condition by the Contractor at the Contractor's expense. This shall not apply to the stripping and storing of topsoil, or to other materials salvaged from the work.

J. The Contractor shall take charge of and be liable for any loss of or injury to the materials for his/her use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the DCR or otherwise. The Contractor shall notify the DCR as soon as any such materials are so delivered, allow them to be examined by the DCR, and furnish workers to assist therewith.

K. Private property shall not be used for storage purpose without the written permission of the property owner, and if requested by the DCR copies of such written permission shall be furnished by the Contractor.

6. Defective, Damaged, or Deteriorated Materials and Rejection Thereof.

The DCR may reject materials if the DCR reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The Contractor at its own expense shall remove rejected materials from the Work. No rejected material, the defects of which have been subsequently corrected, shall be used except with the written permission of the DCR. Should the Contractor fail to remove rejected material within a reasonable time, the DCR may, in addition to any other available remedies, remove and/or replace the rejected material, and deduct the cost of such removal and/or replacement from any moneys due or to become due the Contractor. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the Contractor of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the DCR and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the DCR. Nothing in the Contract shall be construed as vesting in the Contractor any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the DCR.

7. Measurement

A. The method of measurement for materials necessary for the proper execution of the Work is set forth at the end of each Section of these Specifications. The computations to be used in determination of quantities of material furnished and of work performed under the Contract shall be selected by the DCR.

B. For the estimating of quantities in which the computations or areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such area.

C. To aid the Resident Engineer in determining the quantities and weights of cement and other materials to be paid for, the Contractor shall, whenever so required, give him access to the proper invoices, bills of lading, etc., and shall provide scales and assistance for weighing, or assistance for measuring, any of the materials.

D. All measurements shall be confirmed by the DCR as they are made to determine the quantities of the various items of work performed. All measurements shall be made according to the United States Standard Units of Measurement.

E. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally. Unless otherwise specified transverse measures for area computations will be the dimensions shown on the Drawings or in writing by the DCR.

F. All items which are measured by the linear foot, including, but not limited to pipe, culverts, guardrail, curbing, will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Drawings.

G. In computing volumes of excavation, the average end area method, or other methods acceptable to the DCR will be used.

H. A sworn weigher shall weigh all materials required to be weighed. The weighing of such materials may be witnessed by the DCR.

I. If materials are shipped by rail or trucks, the car weights or quarry weights may be accepted. Weight slips shall be provided for each shipment of material weighed. Each weight slip shall be signed by the sworn weigher, and countersigned, on delivery, by the DCR. Material listed on weight slips that are not countersigned by the DCR shall not be included for payment under the Contract.

J. When requested by the Contractor and approved by the DCR in writing, material specified to be measured in weight may be weighed and converted to volume measurement for payment purposes.

ARTICLE VI: PROSECUTION AND PROGRESS

1. Beginning, Progress Schedule, and Completion of Work.

A. The Contract time shall commence the work upon the date specified in the Notice to Proceed. The Contractor shall begin Work at the Site within ten (10) days of said date unless otherwise ordered in writing by the DCR.

B. Within seven (7) days after the issuance of the Notice to Proceed, Saturdays, Sundays and legal holidays excluded, the Contractor shall submit to the DCR a progress schedule for the term of the Contract as required by the Contract Documents, showing in detail his/her proposed progress for the construction of the various parts of the Work and the proposed times for receiving required materials. Upon approval by the DCR, said schedule shall constitute the Progress Schedule. The Contractor shall at the end of each month, or more often if required, furnish to the DCR a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the Progress Schedule.

C. Time is of the essence of this Contract. The Work shall be completed within the time specified in Article 2 of the Department of Conservation and Recreation - Contractor Agreement. Should the Contractor require additional time to complete the Work, the Contractor shall document the reasons therefor and submit a written request for an extension of time within 20 days of the occurrence of the event alleged to be the cause of the delay, as provided in this Article and in Article VII of these General Conditions of the Contract. Failure to submit said written request within the time required by the preceding sentence shall preclude the Contractor from subsequently claiming any time extension due to said delay.

D. If, in the opinion of the DCR, the Contractor fails to comply with the construction schedule as set forth in the Contractor's bid or the Project specifications, the DCR may give the Contractor a notice specifying the time limits and performance standards that the Contractor is failing to meet whereupon (1) the Contractor shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the Contractor any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (2) at Contractor's sole cost increase the work force, equipment and plant, or any of them, employed on the whole or any part of the Work, to the extent required by such notice, and employ the same from day to day until the completion of the Work or such part thereof, or until the failure regarding the rate of progress, in the opinion of the DCR, shall have been sufficiently corrected.

E. If, in the opinion of the DCR, the Contractor fails to comply with the construction schedule, and whether or not the DCR shall have given the Contractor a notice described in D above, the DCR may (but shall not be required to) give the Contractor notice of such failure and five (5) days to cure the same. Unless the Contractor shall within that five days take all necessary steps to do so (including, if the DCR requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the DCR the failure is corrected, the DCR may at the Contractor's expense and without terminating this Contract take exclusive or joint possession of all or a portion of the Site and employ and direct the labors of existing or such additional forces, equipment and plant as may in the DCR's opinion be necessary to insure the completion of the Work or such part thereof within the time specified in the Contract Documents or at the earliest possible date thereafter. The DCR may exercise its rights under this Article at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the Contractor to discontinue the Work at any time thereafter. The Contractor shall continue to perform the remaining Work under this Contract even if the DCR elects to have another contractor perform a portion of the Work under this Article.

F. The DCR shall deduct the cost of any actions the DCR takes under this Article from any amount then due or which might have become due to the Contractor under this Contract had the Contractor performed as required. On demand, the Contractor shall pay the DCR any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. The DCR's sole goal will be to complete the Work that it elects to complete within the time limits stated in the Contract or at the earliest possible date thereafter. Consequently, the DCR shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof, except when it is required by law. The DCR's election to complete all or part of the Work shall not release the Contractor from any liability for failure to complete the Work as the Contract Documents require and shall not entitle the Contractor to a claim for an increase in the Contract Price or an extension of the time for completing the Work. If the cost that the DCR incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the DCR will pay or credit the difference to the Contractor, less any other costs and expenses that the DCR incurs, including the cost of supervision, and attorneys' fees and costs.

2. Failure to Complete Work on Time - Liquidated Damages.

A. If liquidated damages are specified in the Department of Conservation and Recreation - Contractor Agreement, the DCR has determined that its damages as a result of Contractor's failure to complete the Work fully within the time specified will be difficult or impracticable to ascertain. Accordingly, if the Work is not completed to such point by the date specified in this Contract, the Contractor shall pay to the DCR the sum designated as liquidated damages in the Contract for each and every calendar day that the Contractor is in default in completing the Work to such point. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to the DCR resulting solely from the fact that the Work is not completed on time.

B. Similarly, if the Contract states that by a specified date a designated portion of the Work shall be fully completed, and if such portion has not been prosecuted to such point by said date, the Contractor shall pay to the DCR the sum designated in the Contract for each calendar day that the Contractor is in default in completing such portion of the Work to such point. Such moneys shall also be paid as liquidated damages, not as a penalty, to cover losses and expenses to the Department of Conservation and Recreation resulting solely from the fact that the Work is not completed on time.

C. The DCR may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the DCR the amount due.

D. Permitting the Contractor to continue and finish the Work or any portion of it after the time fixed in the Contract for its completion shall not be deemed as a waiver of any of the DCR's rights hereunder, at law or in equity.

E. Liquidated damages or a portion thereof may be waived by the DCR if the Contractor submits evidence satisfactory to the DCR that the delay was caused solely by conditions beyond the control of the Contractor and that the DCR has not suffered any damages as a result of said delay.

F. Failure by the DCR to specify a sum as liquidated damages in the Department of Conservation and Recreation - Contractor Agreement, or the insertion of "N/A" or "none" in the space provided therein for liquidated damages, shall not be deemed a waiver of the DCR's right to recover actual damages arising from the Contractor's failure to complete the Work on time.

3. Delays: Statutory Provisions (M.G.L. c. 30, sec. 39O).

A. Notwithstanding any provision of this Contract to the contrary, except as otherwise provided by law as set forth in paragraph B below, the Contractor shall not be entitled to increase the Contract Price or to receive damages on account of any hindrances or delays, avoidable or unavoidable; but if any delay is caused in the opinion of the DCR, the Contractor shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of the DCR for the Contractor to complete the Work. Although no delay shall increase the Contract Price, the DCR may require that any change in the date by which the Contractor must complete all or any part of the Work be processed on a Change Order form.

B. If a suspension, delay, interruption or failure to act of the DCR increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor with respect to such increase as the Contractor shall have against the DCR by virtue of (a) and (b) of M.G.L. c. 30, s. 39O set forth below, but nothing in provisions (a) and (b) shall alter any other rights which the Contractor or the subcontractor may have against each other. As used in the statutory language of (a) and (b) below, "contract" means this Contract, "general contractor" means the Contractor and "awarding authority" means the DCR:

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

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

4. Occupancy and/or Use of Project Prior to Final Acceptance.

A. The Contractor agrees to the occupancy and/or use of the Project or any portion thereof before Final Acceptance of the Work by the DCR.

B. The DCR will cooperate with the Contractor with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Contractor's Work provided that they do not interfere with the proper functioning of the facility.

C. The Contractor shall not be responsible for wear and tear or damage resulting solely from temporary occupancy.

D. Occupancy and/or use of any part of the Work prior to Final Acceptance by the DCR shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance (to the extent that insurance is required to be maintained after Substantial Completion) required by this Contract.

5. Substantial Completion – Punch List.

A. When the Work, or portion thereof which the DCR agrees to accept separately has reached the state of Substantial Completion as shown on an Approved payment request, the Contractor shall develop, with the participation of the DCR, the Punch List identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract.

B. Before the Work shall be deemed completed to the point where it is ready for the issuance of Final Acceptance, the Contractor shall:

- (1) Provide Contractor's proposed Punch List containing a statement of the reason for each item listed thereon.
- (2) Advise the DCR of proposed changes in insurance in accordance with the provisions of this Contract, and provide to the DCR evidence of the Contractor's Completed Operations insurance coverage to the extent required by the Contract Documents.
- (3) Execute and submit a notarized warranty on a form provided by the DCR meeting the requirements of Article IX of these General Conditions of the Contract, to commence upon the date of the Certificate of Final Acceptance, unless otherwise provided in the Certificate of Final Acceptance.
- (4) Submit signed special warranties and warranties of longer than one year as required by the Contract Documents.
- (5) Submit signed maintenance agreements for all portions of the Work specified to receive maintenance after the issuance of the Certificate of Final Acceptance.
- (6) Submit all preliminary record Drawings to the DCR and documents and framed data in the forms required by the Contract Documents.
- (7) Complete all items required to be completed by the Department of Public Safety and obtain a Certificate of Occupancy from the Department of Public Safety and similar releases which permit the full and unrestricted use of the areas claimed to be ready for occupancy.
- (8) Deliver specified maintenance stocks of materials, required spare parts, and all special tools furnished by manufacturers to persons designated by the DCR and obtain written receipts for same.
- (9) Make final changes of lock cylinders or cores and advise the DCR of the change of project security responsibility.
- (10) Complete start-up of systems, and instruct DCR personnel on proper operation and routine maintenance of all systems and equipment.
- (11) Remove all remaining temporary facilities that are no longer needed, surplus materials, and debris; (the Contractor shall not remove construction offices and trailers without the prior Approval of the DCR).
- (12) Submit final utility meter readings and similar information and advise the DCR of the change of responsibility for utility charges and payments upon occupancy and/or use,
- (13) Complete final clean-up of all Work, restoration of damaged land and property, including finishes, and replacement of all damaged and broken glass not listed on the Contractor's Punch List.
- (14) Complete such other items as may be called for in the Special Conditions, if any, or Specifications.

C. After completing the items specified in subsection A above, the Contractor shall make a written request for the DCR's inspection for a Certificate of Final Acceptance in accordance with the Contract Documents. The DCR shall review the submittals and the Work and shall either 1) sign a Certificate of Final Acceptance or 2) notify the Contractor of incomplete and/or incorrect Work that must be completed and corrected prior to the issuance of the Certificate of Final Acceptance. The DCR shall notify the Contractor of any additions to the Punch List. In connection with the execution of the Certificate of Final Acceptance, the DCR shall assign dollar values to each item on the Punch List. Failure to include any incomplete or defective item on the Punch List shall not relieve the Contractor of the obligation to complete all Work in accordance with the Contract Documents.

6. Final Acceptance of the Work.

A. Prerequisites for Final Acceptance. After the Contractor has completed all of the Work required by this Contract, including Change Orders and Punch List Items, the Contractor shall submit the following completed items to the DCR together with such additional items as may be specified in the Contract Documents:

- (1) A final request for payment showing a final accounting of all changes in the Work.
- (2) Certification and satisfactory evidence that all taxes, fees, and similar obligations have been paid.
- (3) Consent of the Surety to Final Payment executed by applicable bonding companies.
- (4) Certified copy of the Punch List stating that the Contractor has completed or corrected every item listed.
- (5) Evidence of the Contractor's continuing Completed Operations Insurance coverage to the extent required by the Contract Documents.
- (6) All final record Drawings and documents in the forms specified by the Contract Documents.
- (7) A notarized certification that all purchases made under the tax exemption certificate were legitimate and entitled to exemption.
- (8) Written certifications from the Department of Public Safety and/or the DCR, where required, to the effect that: a) the Work has been inspected for compliance with the Contract Documents and has satisfied the Department of Public Safety; b) all equipment and systems included in the Work have been tested in the presence of the DCR and are operational and satisfactory; c) the Work is completed and ready for final inspection.
- (9) Such other items as may be required by the Contract Documents.

B. Reinspection; Final Acceptance. After notification from the Contractor that all remaining contract exceptions, omissions, and incompletions have been completed (with the exception of the Contractor's continuing warranty, insurance, indemnification, and such other obligations as are intended by the terms of the Contract Documents to extend beyond the date of Final Acceptance), the DCR shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the DCR shall prepare a Certificate of Final Acceptance or shall notify Contractor of items which remain to be completed prior to Final Acceptance.

7. One-Year Warranty Repair List and Inspection.

Approximately 30 days prior to the expiration of the comprehensive one-year warranty period, the Contractor shall schedule an appointment with the DCR for a re-inspection of the Work with the DCR and shall thereafter inspect the Work at the time scheduled. Based on this inspection and on prior inspections, the DCR shall issue a "Warranty Repair List" of items to be corrected by the Contractor. The Contractor shall make the repairs and/or replacements listed within 30 days of the issuance of the Warranty Repair List unless otherwise agreed by the DCR in writing.

ARTICLE VII: CHANGES IN THE WORK

1. Change Orders Generally.

A. The DCR may, pursuant to the provisions of M.G.L. c. 30, sec. 39K, authorize in writing, alterations in the line, grade, plans, form, dimensions or materials of the work, or any part thereof, either before, or after the commencement of construction. If such alterations diminish or increase the quantity included to be done and paid for at a unit price, or work substituted for the work specified is of a different cost and quality, the parties shall be governed by the aforesaid provisions of Law. No changes in the Work shall be made in absence of a Change Order defined in Article I of these General Conditions of the Contract, directing the Contractor to perform such changes. A request for a change in the provisions of this Contract may be submitted to the DCR by the Contractor, Project Engineer or Resident Engineer. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of the DCR. The DCR reserves the right to increase or decrease quantities, to eliminate portions of the work or add work of similar nature, and to direct the commencement and order of prosecution of various portions of the work.

B. A Change Order may be issued by the DCR for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the DCR-furnished facilities, equipment, materials, services, or Site; (4) the schedule for performance of the Work.

C. The Contractor shall immediately perform any Change Order work that is ordered by the DCR.

D. Whenever a Change Order is issued and said Change Order will cause a change in the Contractor's cost, the Contractor or the DCR may request an equitable adjustment in the Contract Price. A request for such an adjustment shall be in writing and shall be submitted by the party making such claim to the other party before commencement of the pertinent work or as soon thereafter as possible.

E. The DCR and the Contractor shall negotiate in good faith an agreement on an equitable adjustment in the Contract Price, and/or time if appropriate, before commencement of the pertinent work or as soon thereafter as is possible. In the absence of an agreement for an equitable adjustment, the DCR shall unilaterally determine the costs attributable to the change and provide the Contractor with a written notice to that effect. The determination of the DCR shall be final as to all questions of the amount and value of extra work, where the Contractor does not appeal said decision pursuant to the process set forth in this paragraph. The Contractor may appeal the decision of the DCR within thirty days of receipt of said notice, to the Commissioner of the DCR or his designee. The Contractor shall have the right to such further appeal as is provided in M.G.L. c. 30, sec. 39Q set forth in Section 4.D of this Article VII. However, if the Contractor shall exercise its rights to appeal the decision of the DCR as aforesaid, the Contractor shall be required to engage in the mediation procedures set forth in Section 5 of this Article VII, should the DCR require such mediation.

F. During the negotiation of an equitable adjustment in the Contract Price, the Contractor shall, if requested, provide the DCR with all cost and pricing data used by him in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete, and current. If the DCR subsequently determines that the data submitted by the Contractor was incomplete, incorrect, or not current, the DCR may exclude such data from consideration under the equitable adjustment request.

2. Methods of Computing Equitable Adjustments.

A. Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the DCR: (1) fixed price basis, provided that the fixed price shall be inclusive of items (a) through (e) below and shall be computed in accordance with those provisions; (2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment; (3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:

(a) the direct cost (or credit) for labor at the minimum wage rates established for this Contract pursuant to M.G.L. c. 149, sections 26-27H, and the direct cost for material and use of equipment.

(b) plus (or minus) the cost of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation, or as an alternative the Contractor may elect to use a flat 30% of the total labor rate computed in accordance with subparagraph (a) above.

(c) plus, an allowance equal to 20% of the amount of (a) above for overhead, superintendence, and profit; (In the case of Item 1 work, which is the work of the Contractor and all his non-filed Subcontractors, said 20% allowance shall be paid to the Contractor and the Contractor and said non-filed Subcontractors shall agree upon the distribution of this amount as a matter of contract between them. In the case of Item 2 work, which is work performed by a Subcontractor filed pursuant to M.G.L. c. 149, sec. 44F, said 20% allowance shall be paid to the filed Subcontractor, it being understood that this provision does not apply to other Subcontractors including sub-Subcontractors listed under paragraph E of the form for sub-Bid).

(d) plus, for work performed by a Subcontractor filed pursuant to M.G.L. c. 149, sec. 44F, an additional allowance equal to 7% of the sum of (a) through (c) above as full compensation to the Contractor for processing forms and assuming full responsibility for the faithful performance of such work by said filed Subcontractor(s).

(e) plus (or minus) the actual direct additional premium costs and expenses incurred as a result of collective bargaining agreements or other agreements between organized labor and employers, and plus (or minus) the actual direct premium cost of payment and performance bonds required of the Contractor and filed Subcontractors for this Contract.

B. If the net change is an addition to the Contract Price, it shall include the Contractor's overhead, superintendence, and profit. On any change that involves a net credit, no allowance for overhead, superintendence and profits shall be included. For any change that does not include labor performed or materials installed in the Project, there will be no markup for the Contractor's overhead, superintendence, and profit, even though there may be a net increase in the Contract Price. Charges for small tools known as "tools of the trade" are not to be computed in the amount of any change in the Contract Price.

C. Statutory Contract adjustments made under the provisions of M.G.L. c. 149, sec. 44F shall not be considered Change Orders and shall not entitle the Contractor to any adjustments for overhead, profit, and superintendence, although the DCR may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.

3. Work Performed Under Protest.

The Contractor agrees to perform all Work as directed by the DCR, and if the Project Engineer determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Project Engineer's determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following sub-paragraphs (1) and (2) below:

(1) If the Contractor claims compensation for a change in the Work that is not deemed by the Project Engineer to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall within one week after the commencement of any such work or the sustaining of any such damage submit to the Resident Engineer a written statement of the nature of such work or claim. The Contractor shall not be entitled to additional compensation for any work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

(2) On or before the fifteenth day of the month succeeding that in which any such extra work shall have been done or any such damage shall have been sustained, the Contractor shall file to the extent possible with the Resident Engineer, itemized statements of the details and costs of such work performed, or damage sustained. If the Contractor shall fail to make such statement to the extent possible, then the Contractor shall not be entitled to additional compensation for any such work or damages.

4. False Claims. Statutory Provisions Regarding Changes.

A. Criminal Penalties: The Contractor's attention is directed to M.G.L. c. 30, sec. 39I which provides criminal penalties for unauthorized deviations from the Plans and Specifications, and to M.G.L. c. 30, sec. 39J, and if performing work on a capital facility project, M.G.L. c. 7, sec. 42E-42I. The Contractor's attention is also directed to M.G.L. c. 266, sec. 67B which provides criminal penalties for false claims by Contractor under this Contract: *"Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two and one-half years, or both."*

B. Differing Site Conditions (M.G.L. c. 30, sec. 39N): *"If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."*

C. Timely Decision by Awarding Authority. (M.G.L. c. 30, sec. 39P): *"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."*

D. Change Order / Contract Interpretation Appeal Procedure (M.G.L. c. 30, sec. 39Q): The following provisions apply to every contract awarded by any state agency as defined by M.G.L. c. 7, sec. 39A for the construction, reconstruction, alteration, remodeling, repair, or demolition of any capital facility as defined by the aforesaid section 39A:

"(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

"(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefore, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his/her designee shall be final and conclusive unless an appeal is taken as provided below.

"(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one-day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one-hundred-and-twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

"(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive and shall not be set aside except in cases of fraud."

5. Mediation.

In the case of every dispute where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is \$50,000 or more and the Contractor appeals the decision of the DCR or his designee described in Section 4.B above, the DCR shall retain the option at its sole discretion of initiating a process whereby the DCR and the Contractor shall engage in good faith in a non-binding mediation process, which process shall be concluded within sixty days from the date that the Contractor files an appeal from said decision as provided in Section 4.B above.

ARTICLE VIII: PAYMENT PROVISIONS

1. Schedule of Values.

Before the first application for payment the Contractor shall submit to the DCR a schedule of values allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade (with filed Subcontractors as well as MBE/WBE noted), including quantities when requested, aggregating the total Contract Price, and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the DCR may require. Each item in the schedule shall include its proper share of overhead and profit. When approved by the DCR, it shall constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments.

2. Payment Liabilities of Contractor.

A. The Contractor shall pay to the DCR all expenses, losses, and damages, as determined by the DCR, incurred in consequence of any default, defect, omission or mistake of the Contractor or his/her employees or Subcontractors or the making good thereof.

B. If the Work (or a portion thereof) is not completed to Substantial Completion and the Contractor has not fully completed the Work by the date specified in Article 2 of the Department of Conservation and Recreation - Contractor Agreement, the Contractor shall pay to the DCR liquidated damages as provided in Article VI, Section 2 of these General Conditions of the Contract.

3. Retention of Moneys by the DCR.

A. The DCR may keep any moneys which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefor, to (1) the DCR's expenditures for the Contractor's account, (2) to secure the DCR's remedies against the Contractor for the Contractor's breach of its obligations under this Contract or the breach of any person performing any part of the Work and (3) the payment of any expenses, losses or damages incurred by the DCR as a result of the failure of the Contractor to perform its obligations hereunder. The DCR may retain, until all claims are settled, such moneys as the DCR estimates to be the fair value of the DCR's claims against the Contractor, and of all claims for labor performed or furnished and for materials used or employed in or in connection with the Work and for the rental of vehicles, appliances and equipment employed and for the employment of substitute contractors and labor in connection with the Work, in accordance with M.G.L. c. 30, sections 39A and 39F. The DCR may make such settlements and apply thereto any moneys retained under this Contract.

B. The Contractor shall each week examine all claims so filed, and if the same are in any respect incorrect or do not correctly show the amount due from the Contractor to the claimant for such labor and materials, the Contractor shall forthwith file with the DCR a separate written statement of all inaccuracies in each claim and of the correct amount due from the Contractor to each claimant therefor, and shall immediately file a statement of all payments thereafter made to such claimants. Each such statement shall be sworn to and contain a detailed breakdown as required by M.G.L. c. 30 s. 39F(d). Unless such statements are so filed by the Contractor the amount shown by the claims filed shall at the option of the DCR be conclusively deemed to be the accurate amount due from the Contractor therefor in all accounting with the DCR. If the moneys retained under this Contract are insufficient to pay the sums found by the DCR to be due under the claims for labor and materials filed as aforesaid, the DCR may, at its discretion, pay the same, and the Contractor shall repay to the DCR all sums paid out. The DCR may also at its discretion use any moneys retained, due or to become due under this Contract, for the purpose of paying for both labor and materials used or employed in the Work for which claims have not been filed with the DCR.

C. No moneys retained under the provisions of this Article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of M.G.L. c. 149, sec. 29, as amended, for which security is provided by bond.

4. Applications for Payment.

A. The Contractor shall, once in each month on the day of the month corresponding to the day of the month specified in the Notice to Proceed referenced in Article 2 of the Department of Conservation and Recreation - Contractor Agreement, in writing and in the manner prescribed by the DCR, submit to the Resident Engineer a statement showing the total amount of Work done to the time of such estimate and the value thereof as approved by the Resident Engineer and the Project Engineer. It shall be the sole responsibility of the Contractor to deliver or cause to be delivered to the Resident Engineer said periodic estimate in proper form, approved as provided above and arithmetically correct. All periodic estimates shall contain such certifications and other evidence supporting the Contractor's right to payment as the DCR may require, including without limitation, lien waivers and other evidence, on such forms as the DCR may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the Department of Conservation and Recreation. If there is no Resident Engineer assigned to the Contract, the DCR shall designate a person at the project field office or alternatively the home office of the DCR. The Contractor shall include in such periodic estimate only such materials as are incorporated in the Work, except as provided in paragraph C below. The DCR shall retain no more than five percent of such estimated value as part security for the completion of the Work and shall pay to the Contractor while carrying on the Work the balance not retained as aforesaid, subject to the approval of the DCR after deducting therefrom all previous payments and all sums to be kept under the provisions of this Contract.

B. Each periodic estimate shall constitute the Contractor's representation that (1) the payment then requested to be disbursed has been incurred by the Contractor on account of the Work and is justly due to Subcontractors or, to the Contractor in the case of other Work performed by the Contractor on account thereof, (2) the materials, supplies and equipment for which Application for Payment is being submitted have been installed or incorporated into the Work or have been stored at the Site or at such off Site storage locations as the DCR shall have Approved, (3) the materials, supplies and equipment are insured in accordance with the provisions of this Contract, (4) the materials, supplies and equipment are owned by the Department of Conservation and Recreation and are not subject to any liens or encumbrances, (5) the Work which is the subject of such periodic estimate has been performed in accordance with the Contract Documents and (6) that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of such periodic estimate. The Contractor's attention is directed to the criminal penalties for false claims referenced in paragraph A above.

C. The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing) only upon delivery to the DCR of: (1) an acceptable transfer of title on the form provided by the DCR; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the DCR that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of encumbrance-free ownership if such proof is deemed necessary by the DCR; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Department of Conservation and Recreation as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the DCR (1) meet the requirements of the Contract, including prior drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the Contractor and be adequately protected until incorporated into the Work. See also Article V.5.C of these General Conditions of the Contract concerning the cost of inspections.

D. The DCR may make changes in any periodic estimate submitted by the Contractor in accordance with M.G.L. c. 30, sec. 39K for building projects (see below), and in accordance with M.G.L. c. 30, sec. 39G for public works projects (see below), and the payment due shall be computed in accordance with the changes so made. The provisions of said section 39K shall govern payments for building projects on which the DCR has made changes, and the provisions of said section 39G shall govern payments for public works projects on which the DCR has made changes.

E. No certificate for payment and no progress payment shall constitute acceptance of Work that is not in accordance with the Contract Documents.

F. The Contractor and all Subcontractors furnishing labor on this Contract agree to furnish certified payroll reports if requested to do so, at no additional expense to the DCR. The DCR may at all reasonable times audit such reports.

5. Periodic Payments (M.G.L. c. 30, sec. 39K) for Building Projects.

For building contracts, the DCR shall make payment to the Contractor in accordance with M.G.L. c. 30, sec. 39K, which provides as follows:

" Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority upon certification by the contractor that he is the lawful awarding authority and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such period estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed sub-trade and each sub-sub-trade listed in sub-bid form as required by specifications and column listing the amount paid to each filed subcontractor as of the date of the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

6. Payment of Subcontractors (M.G.L. c. 30, sec. 39F).

The Contractor shall make payments to Subcontractors in accordance with the provisions of M.G.L. c. 30, sec. 39F, which is quoted in this section below, where applicable. (M.G.L. c. 30, sec. 39F requires that subparagraphs (a) through (h) be set forth in contracts awarded under M.G.L. c. 30, sec. 39M and M.G.L. c. 149, sections 44A-44H; said statute requires that subparagraph (i) be set forth in contracts awarded under M.G.L. c. 149, sections 44A-44H).

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

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

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (1) and (2) the awarding authority shall act upon the demand as provided in this section.

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

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

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (5) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demand for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (6) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the General contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a General contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (6) are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (1) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (1), the subcontractor may demand direct payment by following the procedure in subparagraph (4) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority, or which are on deposit pursuant to subparagraph (6) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "subcontractor" as used in this section (l) for contracts awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and received a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (1) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposit as provided in subparagraph (6) by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (6) by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general Contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (5) and in subparagraph (6).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (5) and in subparagraph (6) any amount held under a trustee writ or pursuant to a restraining order or injunction."

7. Contracts for Public Works Governed by M.G.L. c. 30, sec. 39G:

The following statutory provision applies only to contracts for public works governed by M.G.L. c. 30, sec. 39G: *"Upon substantial completion of the work required by a Contract with the Owner, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges, and other highway structures, sewers and water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such a list a notice setting forth a reasonable time, which shall not in any event be prior to the Contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one-day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.*

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage of that undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payments filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no Contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the Contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then Contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the Contract, and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the Contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefore, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the Contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the Site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on the estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the Contract has been completed except for work having a Contract Price of less than one percent of the then adjusted total Contract Price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract”

8. Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, delivers to the DCR a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he/she has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the DCR, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the DCR, all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

9. Final Payment: Release of Claims by Contractor.

Upon Final Acceptance of the Work the Contractor shall be entitled to payment of the balance of the Contract Price. Final payment shall be as provided in this Article above and in accordance with any process set forth in the Special Conditions. The Contractor agrees to execute a Certificate of Final Inspection, Release (with Contractor's own exceptions listed thereon) and Acceptance as a condition precedent to Final Payment. The acceptance by the Contractor of the Final Payment made as aforesaid, or the execution of the Certificate of Final Acceptance by the Contractor, shall constitute a release of the Department of Conservation and Recreation, and every member and agent of it, from all claims of and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the Department of Conservation and Recreation, or of any person relating to or affecting the Work, except the claim against the Department of Conservation and Recreation for the remainder, if any there be, of the amounts set forth by the Contractor in the Certificate of Final Inspection, Release and Acceptance. Final Acceptance shall not relieve the Contractor of the requirements of Articles IX, XIV, and XV of these General Conditions of the Contract, or of other provisions of this Contract, to the extent that the same are intended to survive Final Acceptance.

ARTICLE IX. GUARANTEES AND WARRANTIES

1. General Warranty.

If at any time during the period of one (1) year from the date of Final Acceptance, any part of such Work shall in the reasonable opinion of the DCR be defective or require replacing or repairing, or damage to other property of the DCR is caused by any defect in the Work, the DCR shall notify the Contractor in writing to make the required repairs or replacements and repair such damage. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction of the DCR within ten (10) days from the date of the giving of such notice, then the DCR may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the DCR all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period any corrective work shall be performed under all the applicable terms of this Contract, and if Change Orders are issued in accordance with the terms of this Contract, the Contractor shall be entitled to compensation for special insurance, as required. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2. Special Guarantees and Warrantees.

A. The Contractor's obligation to correct Work as set forth in paragraph 1 above is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various sections of the Specifications.

B. Guarantees and warranties required in the various sections of the Specifications must be delivered to the DCR before final payment to the Contractor may be made, or in the case of guarantees and warranties which originate with a subcontractor's section of the Work, before final payment for the amount of that sub-trade or for the phase of Work to which the guarantee or warranty relates.

C. The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents.

ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS.

1. Contractor to be Informed.

The Contractor shall inform itself of all existing and future Laws in any manner affecting those engaged or employed in the Work, or the materials used or employed in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any applicable jurisdiction or authority over the Work.

2. Compliance with all Laws.

The Contractor shall cause all persons employed in the performance of the Work to comply with all existing and future Laws, including but not limited to those set forth below:

A. Corporate Disclosures. The Contractor if a foreign corporation, shall comply with M.G.L. c. 30, sec. 39L.

B. Veterans Preference. In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c. 4, sec. 7(43), and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

C. Prevailing Wages. The Contractor shall comply with M.G.L. c. 149, sections 26- 27H. The prevailing wage schedule is found in Exhibit A to the Instructions to Bidders, listing the prevailing minimum wage rates that must be paid to all workers employed in the Work. The DCR is not responsible for any errors, omissions, or misprints in said schedule. Such Schedule shall continue to be the minimum rate of wages payable to workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L. c. 149, sections 26-27H. The Contractor shall not have any claim for extra compensation from the Department of Conservation and Recreation if the actual wages paid to workers employed in the Work exceeds the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L. c.149, sec. 34B).

D. Payroll Records and Statement of Compliance. The Contractor shall comply and shall cause its Subcontractors to comply with Massachusetts General Law c. 149, sec. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Department of Conservation and Recreation at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the DCR. In addition, the Contractor and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by the DCR.

E. Vehicle operators. If the Director of the Department of Labor and Workforce Development has established a Schedule of wage rates to be paid to the operators of trucks, vehicles or equipment for the Work, the Contractor shall be obligated to pay such operators at least the minimum wage rate contained on such Schedule. (See M.G.L. c.149, sections 26-27H).

F. Eight Hour Day. The Contractor shall comply with M.G.L. c. 149, sections 30 and 34, which provide that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

G. Timely Payment of Wages. The Contractor shall comply with and shall cause its Subcontractors to comply with M.G.L. c. 149, sec. 148 which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.

H. Lodging, etc. The Contractor shall comply with, and shall cause its Subcontractors to comply with, M.G.L. c. 149, sec. 25 which provides that every employee under this Contract shall lodge, board, and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board, or trade at a particular place or with a particular person.

I. Truck Rates. The use by the Contractor of trucks or other motor vehicles hired from either common or contract motor carriers in the course of performance of this Contract is subject to such minimum rates and charges, and rules and regulations as may from time to time be promulgated by the Department of Public Utilities of the Commonwealth of Massachusetts or other agency of the State or Federal government which may be authorized by law to set rates or otherwise regulate the use of such vehicles. The Contractor expressly assumes the risk of any additional expense that may arise by reason of any change in such minimum rates and charges, and rules and regulations, and shall be entitled to no additional compensation or reimbursement by reason thereof.

J. Anti-Boycott Covenant (Executive Order #130). The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c. 151E, sec. 2. If there shall be a breach in the warranty, representation or agreement contained in this paragraph, then without limiting such other rights as it may have the DCR shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor; or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

K. Contractor's Agreements with Suppliers--Anti-Boycott and Anti-Discrimination Provisions.

(1) The Contractor shall not purchase or rent any materials, equipment, machinery, vehicles or supplies for or in connection with the Work from any person or entity who does not sign, under pains and penalties of perjury, a certificate that recites: "the undersigned warrants, represents and agrees that during the time its agreement with (insert contractor's name) is in effect for materials, supplies or equipment to be used in connection with the Department of Conservation and Recreation Contract No. (insert contract number), neither the undersigned or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the undersigned or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the undersigned; or which directly or indirectly owns at least 51% of the ownership interests of the undersigned."

(2) The DCR shall not be obligated to pay the Contractor for the cost of any materials, supplies, or equipment purchased or rented from any individual or entity from whom the Contractor has not previously obtained and delivered to the DCR the certificate that the previous paragraph requires. The Contractor will immediately terminate its contract with any supplier who breaches the warranty, representation and agreement contained in the previous paragraph.

(3) The Contractor shall include in the Contractor's agreement with any person or entity from whom the Contractor intends to purchase or rent any materials, equipment, machinery, vehicles or supplies for or in connection with the Work, (a) a notice that this Contract obligates the Contractor to terminate the supply contract upon discovery of such breach of the sworn certificate delivered under subparagraph (1) and such termination shall be without liability to the Contractor or the DCR and (b) a provision which states: "The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of the undersigned vendor which pertain to the performance and requirements of this agreement to provide materials of any nature to the undersigned contractor in connection with DCR Contract No. (insert contract number)."

L. Access to Contractor's Records (Executive Order #195). The Governor or his/her designee, the secretary of administration and finance, and the state auditor or his/her designee shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of the Contractor which pertain to the performance and requirements of this Contract.

ARTICLE XI: CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS (M.G.L. c. 30, sec. 39R)

1. Definitions.

The words defined herein shall have the meaning stated below whenever they appear in this Article XI:

--"Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a Contract pursuant to M.G.L. c. 30, sec. 39M, and M.G.L. c. 149, sections 44A-H.

--"Contract" means any Contract awarded or executed pursuant to M.G.L. c. 30, sec. 39M, M.G.L. c. 149, sections 44A-H.

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

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

--"Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

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

2. Record Keeping.

A. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

B. Until the expiration of six years after final payment, the Inspector General and the DCR shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Contractor and Subcontractors.

C. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the DCR including the date of the change and reasons therefor and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

D. The Contractor represents that it has, prior to the execution of the Contract, filed a statement of management on internal accounting controls as set forth in Section 3 below.

E. The Contractor represents that it has, prior to the execution of the Contract, filed an audited financial statement for the most recent completed fiscal year as set forth in section 4 below and will continue to file such statement annually during the term of the Contract.

3. Statement of Management Controls.

A. The Contractor shall file with the DCR a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

- (1) transactions are executed in accordance with management's general and specific authorization.
- (2) transactions are recorded as necessary: (a) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (b) to maintain accountability for assets.
- (3) access to assets is permitted only in accordance with management's general or specific authorization; and
- (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

B. The Contractor shall file with the DCR a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

- (1) whether the representations of management in response to subparagraph 3 above are consistent with the results of management's evaluation of the system of internal accounting controls; and
- (2) whether such representations of management are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statement.

4. Annual Financial Statement.

A. Every Contractor awarded a contract under M.G.L. c. 30, sec. 39M or M.G.L. c. 149, sections 44A-44H shall annually file with the Commissioner of the Division of Capital Asset Management and Maintenance during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the DCR upon request.

B. The office of Inspector General and the DCR shall have the right to enforce the provisions of this Article. A Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to M.G.L. c. 149, sec. 44C.

5. Bid Pricing Materials.

The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the bid that induced the DCR to enter into this Contract (the "Bid Pricing Materials") for at least six years after the DCR makes final payment under this Contract.

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION, AND AFFIRMATIVE ACTION PROGRAM.

This Contract includes the provisions of the DCR's "Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program," attached as Appendix A to these General Conditions of the Contract and incorporated herein by reference.

ARTICLE XIII: GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES

This Contract includes the provisions of the DCR's "Goals for Participation by Minority Business Enterprises and Women Business Enterprises (Executive Order 390), attached as Appendix B to these General Conditions, and as set forth in Section 8 of the Instructions to Bidders, and incorporates same herein by reference.

ARTICLE XIV: INSURANCE REQUIREMENTS

The Contractor shall carry insurance, in the amounts and types specified in Section 7 of the Instructions for Bidders for this Contract and shall comply with all provisions relating to insurance set forth in said Section 7.

ARTICLE XV: INDEMNIFICATION

1. Generally.

To the fullest extent permitted by law, the Contractor shall indemnify, defend (with counsel subject to the supervision of the Attorney General of the Commonwealth of Massachusetts as required by M.G.L. c. 12, sec. 3) and hold harmless the Commonwealth of Massachusetts, its Department of Conservation and Recreation, and its officers, agents, divisions, employees, representatives, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to court costs and attorneys' fees, arising out of or resulting from the performance of the Work, including but not limited to those arising or resulting from:

- labor performed or furnished and/or materials used or employed in the performance of the Work.
- violations by the Contractor, any subcontractor, or by any person directly or indirectly employed or used by any of them in the performance of the Work or anyone for whose acts any of them may be liable (Contractor, subcontractor and all such persons herein collectively called "Contractor's Personnel") of any Laws.
- violations of any provision of this Contract by any of Contractor's Personnel.
- injuries to any persons or damage to any property in connection with the Work.
- any act, omission, or neglect of Contractor's Personnel.

The Contractor shall be obligated as provided above, regardless of whether or not such claims, damages, losses and/or expenses are caused in whole or in part by the actions or inactions of a party indemnified hereunder. In any and all claims by Contractor's Personnel against parties indemnified hereunder, the Contractor's indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article XV.

2. DCR's Actions.

The obligations of the Contractor under Section 1 above shall not extend to the liability of the DCR, its agents or employees, arising out of (i) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications by the DCR, or (ii) the giving of or the failure to give directions or instructions by the DCR, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

3. Survival.

The provisions of this Article XV are intended to survive Final Acceptance and/or any termination of this Contract.

ARTICLE XVI: PERFORMANCE AND PAYMENT BONDS

1. Contractor Bonds.

A. The Contractor shall provide performance and payment (labor and materials) bonds in the form provided by the DCR, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the Contract Price.

B. If at any time prior to final payment to the Contractor, the Surety:

- is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- has liquidated all assets and/or has made a general assignment for the benefit of its creditors.
- is placed in receivership.
- otherwise petitions a state or federal court for protection from its creditors; or
- allows its license to do business in Massachusetts to lapse or be revoked.

then the Contractor shall, within 21 days of any such action listed above, provide the DCR with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the Contractor's expense.

2. Subcontractor Bonds.

The Contractor is responsible for the costs of the payment and performance bonds of the sub-contractors for the full amount of their respective Subcontracts.

ARTICLE XVII: TERMINATION OF CONTRACT

1. Termination for Cause.

A. The DCR may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults shall occur and not be cured within five days (5) days after the giving of notice thereof by the DCR to the Contractor and any surety that has given bonds in connection with this Contract:

- (1) The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidate, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors;
- (2) The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the DCR has determined that the rate of progress required for the timely completion of the Work is not being met.
- (3) The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor.
- (4) All or a part of the Work has been abandoned.
- (5) The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Department of Conservation and Recreation, except as expressly permitted in this Contract.
- (6) The Contractor has failed to comply with Laws.
- (7) The Contractor fails to maintain, or provide to the DCR evidence of the insurance or bonds required by this Contract, or
- (8) The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.

B. The DCR shall give the Contractor and any surety notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, the DCR may, at its option:

- (1) hold the Contractor and its sureties liable in damages for a breach of Contract.
- (2) notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Department of Conservation and Recreation may designate.
- (3) complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor.

(4) require the surety or sureties to complete the Work and perform all of the Contractor's obligations under this Contract.

If the DCR elects to complete all or any portion of the Work as specified in (3) above, it may take possession of all materials, equipment, tools, machinery, implements owned by the Contractor at or near the Site and finish the Work at the Contractor's expense by whatever means the DCR may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the DCR as directed by the DCR. In such case the DCR shall not make any further payments to the Contractor until the Work is completely finished. The Department of Conservation and Recreation shall not be liable for any depreciation, loss, or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Site after the Department of Conservation and Recreation has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, after publication of notice thereof at least twice in any newspaper published in the county where the Work is being performed, and the proceeds credited to the Contractor's account; or they may, at the option of the DCR, be stored at the Contractor's expense subject to a lien for the storage charges.

C. Damages and expenses incurred under paragraph B above shall include, but not be limited to, costs for the DCR's extra services and Project representative services required, in the opinion of the DCR, to successfully inspect and administer the construction contract through final completion of the Work.

D. Expenses charged under paragraph B above may be deducted and paid by the DCR out of any moneys then due or to become due the Contractor under this Contract.

E. All sums, damages, and expenses incurred by the Department of Conservation and Recreation to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Department of Conservation and Recreation.

2. Termination For Convenience.

A. The DCR may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.

B. In case of such termination without cause, the Contractor shall be paid:
(1) all sums due and owing under this Contract through the date of termination, including any retainage withheld to the date of termination, less any amount which the DCR determines is necessary to correct or complete the Work performed to the date of termination; plus (2) a reasonable sum to cover the expenses which the Contractor would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, and termination fees payable to Subcontractors.

C. The payment provided in paragraph B above shall be considered to fully compensate the Contractor, and any consultants, Subcontractors, and suppliers, for all claims and expenses directly or indirectly attributable to the termination, including any claims for lost profits.

3. Contractor's Duties Upon Termination for Convenience.

Upon termination of this Contract for convenience as provided in Section 2 of this Article, the Contractor shall: (1) stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the Site to the DCR in a safe condition; (5) transfer to the DCR all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, Specifications and other information and documents used in connection with this Contract.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

1. No Assignment by Contractor.

The Contractor shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work, or any part thereof, without the previous written consent of the DCR and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or Contractor's claims hereunder, unless with the like consent of the DCR, whether said assignment is made before, at the time of, or after the execution of the Contract. The Contractor shall remain responsible for satisfactory performance of all Work sublet or assigned. Consent of the DCR shall not be deemed to constitute a representation or waiver of any right hereunder by the DCR as to the qualifications or the responsibility of the Contractor or Subcontractor(s).

2. Non-Appropriation.

The Commonwealth certifies that at the time of the execution of this Contract, sufficient appropriations exist and shall be encumbered to fund the Contract Price. Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Contractor shall not be obligated to perform, and shall not perform, work outside the scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Commonwealth may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract. Such termination shall be deemed a termination for convenience subject to the provisions of paragraph 2 of Article XVII of this Contract.

3. Claims by Others Not Valid.

No person other than the Contractor and the surety on any bond given pursuant to the terms of this Contract shall acquire any interest in this Contract or any claim against the DCR hereunder, and no claim by any other person shall be valid except as provided in M.G.L. c. 30, sec. 39F of the General Laws.

4. No Personal Liability of Public Officials.

No public official, employee, or agent of the DCR shall have any personal liability for the obligations of the DCR set forth in this Contract.

5. Severability.

The provisions of this Contract are severable, and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other provisions of this Contract.

6. Choice of Laws.

This Contract shall be governed by the laws of the Commonwealth of Massachusetts for all purposes, without regard to its laws on choice of law. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

7. Standard Forms.

Unless directed otherwise in writing by the DCR, the Contractor shall use the standard forms in use by the Department of Conservation and Recreation.

8. No Waiver of Subsequent Breach.

No waiver of any breach or obligation of this Contract shall constitute a waiver of any other or subsequent breach or obligation.

9. Remedies Cumulative.

All remedies of the DCR provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by the DCR in its sole discretion. The DCR shall also be entitled as of right to specific performance and equitable relief including the right to an injunction against any breach of any of the provisions of this Contract

10. Notices.

Notices to the Contractor shall be deemed given when hand delivered to the Contractor's temporary field office at or near the Site, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Department of Conservation and Recreation - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the DCR, notices and deliveries to the DCR shall be effective only when delivered to the DCR at the address specified in the Department of Conservation and Recreation - Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the DCR to receive official notices.

APPENDIX A to General Conditions of the Contract

The following provisions from Article XII of the General Conditions of the Contract where DCR is the Awarding Authority.

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION, AND AFFIRMATIVE ACTION PROGRAM.

1. Compliance Generally.

For purpose of this Article, “minority” refers to Asians, Blacks, Western Hemisphere Hispanics, Native Americans, and Cape Verdeans; “Commission” refers to the Massachusetts Commission Against Discrimination. During the performance of this Contract, the Contractor and all of its Subcontractors (hereinafter collectively referred to as the Contractor) shall comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

2. Non-Discrimination and Affirmative Action.

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, sexual orientation, or sex. The aforesaid provision shall include, but not be limited to, the following: employment rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall comply with the provisions of MGL, c. 151B and all other applicable anti-discrimination and equal opportunity laws.

B. The Contractor shall comply with the provisions of Executive Order No. 478 entitled Revoking and Superseding Executive Orders Numbers 253 and 452, with respect to affirmative action programs for handicapped individuals, which is herein incorporated by reference and made a part of this Contract.

C. In connection with the performance of the Work, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory religious creed, national origin, age, sexual orientation, or sex and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, sexual orientation, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for future public construction projects.

D. If the Contractor shall use any subcontractor on any work performed under this Contract, the Contractor shall take affirmative steps to negotiate with qualified minority and women subcontractors. These affirmative steps shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of Minority and Women Business Assistance or its designee, while bids are in preparation, of all products, work, or services for which the Contractor intends to negotiate bids. In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor’s obligations under this Contract relative to non-discrimination and affirmative action.

E. As part of its obligation of remedial action under this Article, the Contractor shall maintain on this project not less than the percent ratio set forth in the Owner – Contractor Agreement of minority employee worker hours to total worker hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those “classes of work” enumerated in MGL, c. 149, Sec. 44F.

F. In the hiring of minority journeypersons, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Commission, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the Awarding Authority.

3. Liaison Committee, Reports and Records.

A. At the option of the Awarding Authority, there may be established for the term of this Contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the Awarding Authority, the Commission and such other representatives as may be designated by the Commission in conjunction with the Awarding Authority. The Contractor (or his agent, if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

B. The Contractor shall prepare projected staffing tables on a quarterly basis. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Awarding Authority and Liaison Committee. The Contractor shall prepare weekly reports in a form approved by the Awarding Authority of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each such week to the Awarding Authority and to the Liaison Committee.

C. Records of employment referral orders, prepared by the Contractor, shall be made available to the Awarding Authority and to the Liaison Committee on request.

D. A designee of the Awarding Authority and a designee of the Liaison Committee shall each have right to access to the Site.

E. The Contractor shall comply with the provisions of MGL, c. 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this Contract.

F. The Contractor shall provide all information and reports required by the Awarding Authority or the Commission on forms and in accordance with instructions issued by either of them and will permit access to its facilities and any books, records, accounts, and other sources of information which may be determined by the Awarding Authority or the Commission to affect the employment of personnel. This provision shall apply only to information pertinent to the Owner's supplementary affirmative action Contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Awarding Authority or the Commission as appropriate and shall set forth what efforts he has made to obtain the information.

4. Sanctions.

A. Whenever the Awarding Authority, the Commission, or the Liaison Committee believes the Contractor, or any Subcontractor may not be operating in compliance with the terms of this Article, the Commission shall directly, or through its designated agent, conduct an appropriate investigation, and may confer with the parties to determine if such Contractor is operating in compliance with the terms of this Article. If the Commission or its agent finds the Contractor or any Subcontractor not in compliance, it may make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Commission may make a final report of non-compliance, and recommend to the Awarding Authority the imposition of one or more of the sanctions listed below. If, however, the Commission believes the Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Commission, the Awarding Authority shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(I) The recovery by the Awarding Authority from the Contractor of 1/100 of 1% of the Contract award price or \$1,000 whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the Awarding Authority from the Contractor, to be assessed by the Contractor as a back charge against the subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply.

(2) The suspension of any payment or part thereof due under the Contract until such time as the Contractor or any subcontractor is able to demonstrate his compliance with the terms of the Contract.

(3) The termination, or cancellation, of the Contract, in whole or in part, unless the Contractor or any Subcontractor is able to demonstrate within a specified times his compliance with the terms of the contract.

(4) The denial to the Contractor or any subcontractor of the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.

B. If any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that it is in compliance with this Article, the Contractor may request the Awarding Authority, in consultation with the Commission, to suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination of the Commission, the Awarding Authority, based on the recommendation of the Commission, shall either lift the sanctions or reimpose them.

C. Sanctions recommended by the Commission and enumerated under Section 4 above shall not be imposed by the Awarding Authority except after an adjudicatory proceeding, as that term is used in MGL, c. 30A, has been conducted. No investigation by the Commission or its agent shall be initiated without prior notice to the Contractor.

D. Notwithstanding the provisions of 4A-4C above, if the Awarding Authority determines after investigation that the Contractor or any Subcontractor is not in compliance with the terms of this Article, it may suspend any payment or portion thereof due under the Contract until the contractor demonstrates to the satisfaction of the Awarding Authority compliance with the terms of this Article. This temporary suspension of payments by the Awarding Authority is separate from the sanctions set forth in Section 4A-4C of this Article above, which are determined by MCAD and recommend to the Awarding Authority. Payment may be suspended only after the Contractor and any other interested party shall have been given the opportunity to present evidence in support of its position at an informal hearing held by the Awarding Authority, and the Awarding Authority has concluded upon review of all the evidence that such penalty is justified. Payment shall not be suspended if the Awarding Authority finds that the Contractor made its best efforts to comply with this Article, or that some other justifiable reason exists for waiving the provisions of this Article in whole or in part.

APPENDIX B to General Conditions of the Contract

The following provisions from Article XIII of the General Conditions of the Contract where DCR is the Awarding Authority.

GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES (EXECUTIVE ORDER 390, MGL, c. 7, s. 40N)

1. Goals.

A. The goals for minority business enterprise and women business enterprise participation established for this Contracts are as set forth in the Owner – Contractor Agreement.

B. The Contractor and all Subcontractors, sub-subcontractors, and materials suppliers shall comply with all of the terms and conditions of this Article, which include the provisions pertaining to M/WBE participation set forth in the Owner – Contractor Agreement in order to meet the M/WBE participation goals established for this Contract.

2. M/WBE Participation Credit.

A. If the Contractor is itself an MBE or WBE, M/WBE participation credit will be given in an amount equal to the entire Contract Price. If the Contractor is not an MBE or WBE then M/WBE participation credit will be given for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.

B. If the Contractor is a joint venture with one or more M/WBE joint venturers, M/WBE participation credit shall be given to the joint venture as follows:

(1) If the joint venture is certified by SOMBWA as an MBE or WBE, M/WBE participation credit shall be given in an amount equal to the Contract Price.

(2) If the joint venture is not certified as an MBE or WBE by SOMWBA, M/WBE participation credit shall be given to the joint venture for the value of the Work that is performed by the M/WBE joint ventures(s), and for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.

C. MBE participation credit shall be given for the work performed by MBEs only, and WBE participation credit shall be given for the work performed by WBEs only. MBE participation may not be substituted for WBE participation, nor may WBE participation be substituted for MBE participation.

3. Establishing M/WBE Status.

A. A minority-owned business shall be considered an MBE only if it has been certified as a minority business enterprise by the State Office of Minority and Women Business Assistance (“SOMWBE”).

B. A woman-owned business shall be considered a WBE only if it has been certified as a woman business enterprise by SOMWBA.

C. Certification as a disadvantaged business enterprise (“DBE”), certification as an M/WBE by any agency other than SOMWBA, or submission of an application to SOMWBA for certification as an M/WBE shall not confer M/WBE status on a firm for the purposes of this Contract.

4. Subcontracts with M/WBEs.

Within thirty (30) days after the award of this Contract, the Contractor shall (i) execute a subcontract with each M/WBE Subcontractor which has executed a Letter of Intent approved by the Awarding Authority, (ii) cause its Subcontractors to execute a sub-subcontract with each M/WBE sub-subcontractor, and (iii) furnish the Awarding Authority with a signed copy of each such subcontract and sub-subcontract.

5. Performance of Contract Work by M/WBEs.

A. The Contractor shall not perform with its own organization or subcontract or assign to any other firm work designated to be performed by any W/MBE in the Letters of Intent or Schedule of M/WBE Participation without the prior Approval of the Awarding Authority, nor shall any M/WBE assign or subcontract to any other firm, or permit any other firm to perform any of its M/WBE Work without the prior Approval of the Awarding Authority. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of M/WBE Work by others shall be a change in the M/WBE Work for the purposes of this Contract. The Awarding Authority WILL NOT APPLY TO THE M/WBE PARTICIPATION GOALS(S) ANY SUMS ATTRIBUTABLE TO SUCH UNAPPROVED ASSIGNMENTS, SUB-CONTRACTS, SUB-SUBCONTRACTS, OR PERFORMANCE OF M/WBE WORK BY OTHERS.

B. The Contractor shall be responsible for monitoring the performance of M/WBE Work to ensure that each scheduled M/WBE performs its own M/WBE Work with its own workforce.

C. The Contractor and each M/WBE shall provide the Awarding Authority with all information and documentation that the Awarding Authority determines is necessary to ascertain whether or not an M/WBE has performed its own M/WBE Work. At the discretion of the Awarding Authority, failure to submit such documentation to the Awarding Authority shall establish conclusively for the purpose of giving M/WBE participation credit under this Contract that such M/WBE did not perform such work.

6. Notification of Changes in M/WBE Work.

A. If any time during the performance of the Contract the Contractor determines or has reason to believe that a scheduled M/WMBE is unable to unwilling to perform its M/WBE Work, or that there has been or will be a change in any M/WMBE Work, or that the Contractor will be unable to meet the M/WBE participation goal(s) for this Contract for any reason, the Contractor shall immediately notify the Awarding Authority Contract Compliance Office in writing of such circumstances.

B. Any notice of a change in M/WBE Work pursuant to subparagraph "A: above shall include a revised Schedule of M/WBE Participation, and additional or amended Letters of Intent and subcontracts, as the case may be.

7. Actions Required if there is a Reduction in M/WBE Participation.

A. In the event there is a change or reduction in any M/WBE Work which will result in the Contractor failing to meet the M/WBE participation goal(s) for this Contract, other than a reduction in M/WBE Work resulting from a Change Order initiated by the Awarding Authority, then the Contractor shall immediately undertake a diligent, good faith effort to make up the shortfall in M/WBE participation as follows:

(1) The Contractor shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting to W/MBEs. The Contractor shall send a list of such items of work to the Awarding Authority, together with a list of the remaining items of the Work that was not made available to M/WBEs and the reason for not making such work available for subcontracting to M/WBEs.

(2) The Contractor shall send written notices soliciting proposals to perform the items of the Work that may be made available for subcontracting to W/MBEs to all W/MBEs qualified to perform such work. The Contractor shall advise the Awarding Authority of (i) each W/MBE solicited, and (ii) each W/MBE listed in the SOMWBA directory under the applicable trade category who was not solicited and the reasons, therefore. The Contractor shall also advise the Awarding Authority of the dates notices were mailed and provide a copy of the written notice(s) sent.

(3) The Contractor shall make reasonable efforts to follow up the written notices sent to M/WBEs with telephone calls or personal visits in order to determine with certainty whether the M/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to the Awarding Authority evidencing this effort.

(4) The Contractor shall make reasonable efforts to assist M/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract and shall provide the Awarding Authority with evidence that such efforts were made.

(5) The Contractor shall provide the Awarding Authority with a statement of the response received from each M/WBE solicited, including the reason for rejecting any M/WBE who submitted a proposal.

(6) The Contractor shall take any additional measures reasonably requested by the Awarding Authority to meet the M/WBE participation goal(s) established for this Contract, including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Contractor's interest in obtaining proposals from M/WBEs, and/or sending written notification to M/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted by the Contractor to M/WBEs.

B. If the Contractor is unable to meet the M/WBE participation goals for this Contract after complying fully with each of the requirements of paragraph "A" above, and the Contractor is otherwise in full compliance with the terms of this Article, the Awarding Authority may reduce the M/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

8. Suspension of Payment and/or Performance for Noncompliance.

A. If at any time during the performance of this Contract, the Awarding Authority determines or has reason to believe that (1) there has been a change or reduction in any M/WBE Work which will result in the Contractor failing to meet the M/WBE participation goal(s) for this Contract, other than a reduction in M/WBE Work resulting from a change in the Contract work ordered by the Awarding Authority, and (2) the Contractor has failed to comply fully with all of the terms and conditions of paragraphs 1 through 7 above, the Awarding Authority may:

(1) suspend payment to the Contractor of an amount equal to the value of the work which was to have been performed by an M/WBE pursuant to the Contractor's Schedule of M/WBE Participation, but which was not

so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 9 and/or

(2) suspend the Contractor's performance of this Contract in whole or in part.

B. The Awarding Authority shall give the Contractor prompt written notice of any action taken pursuant to paragraph A above and shall give the Contractor and any other interested party, including any M/WBEs, an opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article, or that there is some justifiable reason for waiving the requirements of this Article in whole, or in part. The Awarding Authority may invite SOMWBA and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken pursuant to this paragraph.

C. Upon a showing that the Contractor is in full compliance with the requirements of this Article, or that the Contractor has met or will meet the M/WBE participation goals for this Contract, the Awarding Authority shall release any funds withheld pursuant to clause A(1) above and lift any suspension of the Contractor's performance under clause A(2) above.

9. Liquidated Damages: Termination.

A. If payment by the Awarding Authority or performance by the Contractor is suspended by the Awarding Authority as provided in paragraph 8 above, the Awarding Authority shall have the following rights and remedies if the Contractor thereafter fails to take all action necessary to bring the Contractor into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Contractor is no longer susceptible to cure, if the Contractor fails to take such other action as may be required by the Awarding Authority to meet the M/WBE participation goals set forth in this Contract:

(1) the Awarding Authority may terminate this Contract, and/or

(2) the Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between (x) the total of the M/WBE participation goals set forth in this Contract, and (y) the amount of M/WBE participation credit earned by the Contractor for M/WBE Work performed under this Contract as determined by the Awarding Authority, the parties agreeing that the damages for failure to meet the M/WBE participation goals are difficult to determine and that the foregoing amount to be retained by the Awarding Authority represents the parties' best estimate of such damages. Any liquidated damages will be assessed separately for MBE and WBE participation.

B. Before exercising its rights and remedies hereunder, the Awarding Authority may, but the Awarding Authority shall not be obligated to, give the Contractor and any other interested party another opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite SOMWBA and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken hereunder.

10. Reporting Requirements.

The Contractor shall submit to the Awarding Authority all information or documentation that is necessary in the judgment of the Awarding Authority to ascertain whether or not the Contractor has complied with any of the provisions of this Article.

11. Awarding Authority's Right to Waive Provisions of this Article in Whole or in Part.

The Awarding Authority reserves the right to waive any provision or requirement of this Article if the Awarding Authority determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by a representative of the Awarding Authority's Compliance Office or the office of its General Counsel. No other action or inaction by the Awarding Authority shall be construed as a waiver of any provision of this Article.

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION**

**SPECIAL GOOD FAITH REQUIREMENTS FOR PARTICIPATION BY VETERAN OWNED
BUSINESS ENTERPRISES**

**(Implementing Executive Order No. 546, Establishing the Veteran Owned Business
Enterprise Program).**

BIDDER'S INSTRUCTIONS

THE APPARENT LOW BIDDER'S COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION IS A PREREQUISITE FOR RECEIVING THE AWARD OF THE CONTRACT.

1) Participation Goals and Program Operation

In order to be an eligible VOB for the participation goals of this Contract, the business enterprise must be listed as a veteran-owned business within the VetBiz database, located at www.VetBiz.gov, at the time of the bid submission deadline. Only a VOB identified as a veteran-owned small business via the VetBiz database shall count towards meeting the Program participation goal.

The Contractor must demonstrate that VOBs are eligible for the following participation goals via its listing as a veteran-owned small business within the VetBiz database, located at www.VetBiz.gov, at the time said VOB seeks to participate in business provided under this Contract; provided, that it shall also be the responsibility of the Awarding Authority to verify the status of the SDVOB via said VetBiz database prior to the awarding of the Contract.

a) Design Services Contracts – In furtherance of the goals and objectives of the program, commencing July 1, 2013 until such time as the Secretary for Administration and Finance has adopted a new participation goal, the participation goal, which shall be expressed in the form of a benchmark for each design services contract, shall be three (3) percent; provided, that said participation goal may be met by the veteran-owned business enterprise performing as either a general or prime contractor, a subcontractor, or both; provided further, that the awarding agency shall verify the status of business enterprise participation on a design services contract.

b) Public Construction Contracts – In furtherance of the goals and objectives of the Program, commencing July 1, 2013 until such time as the Secretary of Administration and Finance has adopted a new participation goal, the participation goal, which shall be expressed in the form of a benchmark for each public construction contract, shall be three (3) percent; provided, that said participation goal may be met by the veteran-owned business enterprise performing as either a general or prime contractor, a subcontractor, or both; provided further, that the awarding agency shall verify the status of a service veteran-owned business enterprise prior to said business enterprise participation on a public construction contract.

2) Goal Reduction/Waiver

- A) The Awarding Authority reserves the right to reduce or waive the SDVOBE participation goals established for this Contract upon written request made by a Bidder using the VOB E Waiver Request Form provided by the Awarding Authority.
- B) If filed Sub-Bids are solicited for this Contract, requests from prospective general Bidders to reduce or waive the VOB E participation goals for this Contract should be received by the Awarding Authority no later than four (4) working days after the list of filed Sub- Bidders is mailed by the Awarding Authority to persons who have taken out plans for the Contract, using the VOB E Waiver Request Form provided by the Awarding Authority.
- C) If there are no filed sub-Bids solicited for this Contract, requests to reduce or waive the SDVOBE participation goals for this Contract should be received by the Awarding Authority no later than five (5) working days before the date set for the receipt of general Bids. **THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY REQUEST TO REDUCE OR WAIVE THE VOB E PARTICIPATION GOALS FOR THIS CONTRACT THAT IS RECEIVED AFTER THESE DEADLINES.** Such written request must demonstrate to the satisfaction of the Awarding Authority that it is not feasible for a non- VOB E or non- VOB E general Bidder to meet the goals established for this Contract based upon any or all of the following:
- a) actual VOB E availability.
 - b) the geographic location of the project to the extent related to SDVOBE availability.
 - c) the scope of the work.
 - d) the percentage of work available for subcontracting to VOB Es; and/or
 - e) other relevant factors, including a **documented** inability by the prospective Bidder to obtain commitments from VOB E subcontractors sufficient to meet the VOB E goals after having made a diligent, good faith effort to do so. All of the foregoing documentation shall accompany the completed Waiver Request Form. Such documentation shall include, at a minimum, the following:
 - A list of all items of work under the Contract that the Bidder made available for subcontracting to VOB Es. The Bidder shall identify all items of work, other than work to be performed by filed sub-Bidders, that the Bidder did not make so available and shall state the reasons for not making such work available for subcontracting to VOB Es. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into units capable of being performed by VOB Es.
 - Evidence that the Bidder sent written notices soliciting Bids or proposals to perform the items of work made available by the Bidder for subcontracting to all available VOB Es qualified to perform such work. The Bidder shall identify each VOB E solicited, state the dates that notices were mailed, provide a copy of the written notice(s) sent, and provide a copy of any statement or response received from each VOB E solicited, including the reason for rejecting and VOB E who submitted a bid or proposal.
 - Evidence that the Bidder made reasonable efforts to follow up on the written notices sent to VOB Es with telephone calls or personal visits in order to determine with certainty whether the VOB Es were interested in performing the work. Phone logs or other documentation must be submitted.

- Evidence of efforts made to assist VOBES that needed assistance in obtaining bonding or insurance, or lines of credit with suppliers if the inability of SDVOBE to obtain bonding, insurance, or lines of credit is the reason given for the Bidder's inability to meet the VOBES goals.

- D) The Bidder may also submit any other information supporting its request for a waiver or reduction in the VOBES participation goals, including without limitation evidence that the Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from VOBES, and/or sent written notification to VOBES economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to VOBES. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all actions that could reasonably be expected to achieve the VOBES participation goals.
- 3) No later than five (5) working days after the opening of general Bids, the apparent low Bidder shall submit the following documents to the Awarding Authority's Contract Officer:
- (i) a completed Schedule for Participation by VOBES ("Schedule for Participation") in the form provided by the Awarding Authority showing VOBES participation in amounts equal to or exceeding the VOBES participation goals for this Contract; and
 - (ii) a completed Letter of Intent in the form provided by the Awarding Authority for each SDVOBE listed in the Schedule for Participation.
- 4) Each Letter of Intent shall identify and describe the work to be performed by the named VOBES (the "VOBES Work") with enough specificity to permit the Awarding Authority to identify the particular items of contract work that the VOBES will perform for VOBES participation credit. The Awarding Authority reserves the right to reject any Letter of Intent if the price to be paid for the VOBES Work does not bear a reasonable relationship to the value of such work under the Contract as determined by the Awarding Authority.
- 5) Within five (5) working days after receipt of the Schedule for VOBES Participation and Letters of Intent, the Awarding Authority shall review and either approve or disapprove the apparent low Bidder's submissions. If the apparent low Bidder has not submitted an appropriate Schedule for VOBES Participation and appropriate Letters of Intent establishing that the VOBES participation goal for the project will be met, the apparent low Bidder will be considered ineligible for Award of the Contract and the Awarding Authority will Award the Contract to the second lowest Bidder, subject to said Bidder's compliance with these conditions.
- 6) The Contractor is required to submit to the Awarding Authority signed subcontracts with all subcontractors prior to the commencement of work to be performed under these contracts, and/or a purchase order or invoice from each material supplier and/or manufacturer listed on the Schedule for VOBES Participation within thirty (30) days of the issuance of the Notice to Proceed by the Awarding Authority.
- 7) A filed Sub-Bidder is not required to submit a Schedule for VOBES Participation with its Bid. A filed Sub-Bidder may, at its option, submit a Letter of Intent with its Bid if it is a VOBES. If a filed sub-Bidder intends to sub-subcontract work to a VOBES, and the filed sub-Bidder wishes that sub-subcontract to be credited toward the participation goals for this Contract, the filed sub-Bidder should submit a Letter of Intent from that VOBES with its Bid. A filed sub-Bidder can subcontract out up to 20% of its work to VOBES, unless such work is designated as sub-subcontract Paragraph E work in the Bid Documents, in which case the 20% cap does not apply.

This is a:

- Design Contract**
- Construction contract**

The goal for this contract is Three (3 %) percent of the value of the contract unless waived in part or whole by DCR in writing.

APPENDIX C to the General Conditions of the Contract

INDEX OF THE COMMONLY USED FORMS

(Forms used during bidding are located in Attachment B to the Instructions to Bidders)

Contractor's Weekly Workforce Report

Minorities/Women in Contractor's Weekly Workforce Report

Weekly Payroll Report Form and Statement of Compliance

Certification of Payment by Contractor to MBE/WBE and Instructions

Certificate of Completion by Minority/Women Business Enterprise

Certificate of Final Inspection, Release and Acceptance – E-2

CONTRACTOR'S WEEKLY WORKFORCE REPORT
 THE COMMONWEALTH OF MASSACHUSETTS
 DEPARTMENT OF CONSERVATION AND RECREATION

DCR Project No. _____ Project Name _____ Project Location _____

Name of General Contractor _____ Minority Goal % _____ Women Goal %

Name of Contractor Filing Report _____ Address _____

Week Ending _____ Report No. _____ Date Work Began _____ Date work completed _____

NOTE: **Min. = Minority** **Wom. = Women** Check here if this is a final report

Job Category	Number of Employees	Number of Employees Who Are		Total Weekly Workforce Hours	Total Weekly Workforce Hours		Weekly % Workforce Hours		Total Workforce Hours To Date	Total Workforce Hours to Date		% Of Workforce Hours to Date	
		Min.	Wom.		Min.	Wom.	Min.	Wom.		Min.	Wom.	Min.	Wom.
TOTALS:													

Mail with Weekly Payroll report to the assigned Project Manager at: Department of Conservation & Recreation
Project Manager Name
 10 Park Plaza
 Boston, MA 02116

The undersigned hereby certifies under pains and penalties of perjury that the above information is true and accurate.

Authorized Signature _____ Date _____

Print Name _____ Title _____

Telephone No. _____ FAX No. _____

WEEKLY PAYROLL REPORT FORM
THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION

DCR Project No. _____ Project Name _____

Project Location _____

Name of General Contractor _____

Name of Contractor Filing Report _____

Address _____

Week Ending _____ Date Work Began _____ Date work completed _____

Report No. _____ Check here if this is a final report

Employee Name & Address	Work Classification	Hours Worked							(A)	(B)	Employer Contributions			(F)	(G)
		S	M	T	W	T	F	S	Total Hours	Hourly Base Wage	(C) Health & Welfare	(D) Pension	(E) Supp. unemploy	Hourly Total Wage (prev.)	Weekly Total Amount

NOTE: Every contractor and subcontractor are required to submit a copy of their weekly payroll records to DCR. The undersigned states under the pains & penalties of perjury that the above provided and attached information is a true and accurate record of each person employed on the project and the hours worked and wages paid to each such employee, including payments to the referenced benefits. M.G.L. c. 149 §27B.

Authorized signature _____ Print Name _____

Print Title _____

Mail to: Department of Conservation and Recreation
Project Manager Name
 10 Park Plaza
 Suite 6620
 Boston, MA 02116

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works construction project for which the enclosed rates have been provided. The **Weekly Payroll Report Form** includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the project.

In addition, every contractor and subcontractor are required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the **Executive Office of Labor**, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

Date: _____/_____/_____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor, or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs, and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature _____

Title _____

CERTIFICATE OF PAYMENT

BY CONTRACTOR/DESIGNER TO MINORITY, WOMEN BUSINESS
& VETERAN OWNED BUSINESS ENTERPRISES

TO: Supplier Diversity Reports
Department of Conservation and
Recreation ,10 Park Plaza
Suite 6620,Boston,MA 02116

Reporting Period: Fiscal Year 20__

RE: Project:
Project Number:

Contract Start Date:

The undersigned hereby certifies under the pains and penalties of perjury that the vendor named below has made the following payments to the named Minority, Women Business and Veteran Owned Enterprises for work performed on the above project:

Firm Name of General Contractor:

Authorized Signature Date

Print Name Print Title

Phone Number Email address

Work performed/payments made (use additional pages if needed):

	Firm Name	Work Performed	Subcontract Amount	Payments This Quarter	FY Payments to date (This fiscal year)	Cumulative Payments (Total payments over the life of the contract)
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB			\$	\$	\$	\$
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB			\$	\$	\$	\$
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB			\$	\$	\$	\$
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB			\$	\$	\$	\$
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB			\$	\$	\$	\$
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB			\$	\$	\$	\$
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB			\$	\$	\$	\$

* MBE, WBE and VOB payment reports are required for each quarter of the fiscal year for each of your DCR projects. Reports are to cover the following three-month periods: 1st quarter, July 1st – September 30th; 2nd quarter, October 1st – December 31st; 3rd quarter, January 1st – March 31st; 4th quarter, April 1st – June 30th. Reports must be submitted within 10 business days of your receipt of this form.

NOTICE: Intentionally submitting false information in this document may subject the contractor/ designer to criminal prosecution and/ or debarment from public contracting.

INSTRUCTIONS FOR COMPLETING CERTIFICATE OF PAYMENT

As part of its effort to ensure reliable, up-to-date information concerning the actual payments made to certified MBE, WBE and VOB E subcontractors on all DCR projects, we have prepared these instructions to assist you in completing the enclosed form. **PLEASE READ THESE INSTRUCTIONS CAREFULLY. DCR WILL RETURN ANY CERTIFICATION OF PAYMENT THAT IS INCOMPLETE OR INACCURATE.**

PLEASE NOTE: IF THIS PROJECT IS COMPLETE, ON HOLD, OR YOUR FIRM PREVIOUSLY SUBMITTED A **FINAL** CERTIFICATION OF M/WBE/VOBE PAYMENT FOR THIS PROJECT, PLEASE SO, INDICATE ON THE FORM AND RETURN IT TO: SUPPLIER DIVERSITY REPORTS, DEPARTMENT OF CONSERVATION AND RECREATION, 10 Park Plaza, Suite 6620
Boston, MA 02116

PLEASE INCLUDE THE FOLLOWING INFORMATION IN THE DESIGNATED SECTIONS OF THE FORM:

FIRM NAME: Include the M/WBE/VOBEs listed on the project's approved Schedule for Participation and any additional M/WBE/VOBEs that worked on the project. Be sure to check M/WBE/VOBE category for which they are certified. Note that any change in M/WBE/VOBEs participation used to meet the project goals must be pre-approved by the Project Manager or Engineer responsible for this project and a revised M/WBE/VOBE Schedule of Participation will be required. Contact the DCR Supplier Diversity coordinator immediately if you anticipate or have any changes in M/WBE/VOBE participation on this project.

WORK PERFORMED: Include a brief description of the work performed by each subcontractor listed. The description should match the M/WBE/VOBE Letter of Intent and approved Schedule of Participation. M/WBE/VOBEs must be certified in the category of work performed on this project for firms used to meet the project M/WBE/VOBE goals.

SUBCONTRACT AMOUNT: Include the contract or subcontract amounts listed on the M/WBE/VOBE Letters of Intent and approved Schedule of Participation. If the value of an MBE/WBE/VOBE contract or subcontract has decreased or increased for any reason, you must contact the Project Manager or Engineer responsible for this project immediately. If additional M/WBE/VOBE firms not listed on the Schedule for Participation worked on this project list the amount of their subcontracts.

PAYMENTS THIS QUARTER: Include the amount you paid the M/WBE/VOBE subcontractor, either directly or indirectly, for work performed on this project during the three-month period covered by this Certification of Payment. If the amount paid was zero, please indicate that. Do not include payments from previous periods or estimated future payments in this column. Please note that you may be required to submit copies of cancelled checks to verify the amounts reported for firms used to meet the project's M/WBE/VOBE goals.

FY PAYMENTS TO DATE: Include the total amount you paid the M/WBE/VOBE subcontractor, either directly or indirectly, for work performed on this project for all quarters in **this fiscal year**. To ensure accurate reporting, please review the prior Certifications of Payments previously submitted for this project. Where necessary, correct any earlier mathematical or reporting errors and submit revised Certifications of Payment.

CUMULATIVE PAYMENTS: Include the total amount you paid the M/WBE/VOBE subcontractor, either directly or indirectly, for work performed over the entire life of this project (all quarters).

IF YOU HAVE ANY QUESTIONS CONTACT DCR Supplier Diversity coordinator at 617.626.4925

CERTIFICATE OF COMPLETION
BY MINORITY/WOMEN BUSINESS/VETERAN OWNED BUSINESS ENTERPRISE
DEPARTMENT OF CONSERVATION AND RECREATION

TO: Supplier Diversity Reports
 Department of Conservation and
 Recreation 10 Park Plaza
 Suite 6620, Boston, MA 02116

Reporting Period: Fiscal Year

RE: Project:
 Project Number:
 General Contractor:

Contract Start Date:

The undersigned hereby certifies under the pains and penalties of perjury that the vendor named below has received the payments to the named Minority, Women Business and Veteran Owned Enterprises for work performed on the above project:

Firm Name of Subcontractor:

Print Name	Print Title
Phone Number	Email address

DESCRIPTION OF WORK (AS SHOWN IN LETTER OF INTENT)

BRIEF DESCRIPTION OF ACTIVITY: (Note "Labor Only," "Material Only," "Material and Labor," "Complete")

Original Subcontract Amount	\$ _____
Adjusted Subcontract Amount (Change Orders, etc.)	\$ _____
Total Payments Received to Date from Prime Contractor	\$ _____
Balance Due from Prime Contractor	\$ _____

If the completed activity is different from that listed on the Letter of Intent, please explain: _____

(If more space is needed, continue on back of sheet)

The individuals signing below hereby certify under the pains and penalties of perjury that all work listed on the Contract Letter of Intent (or approved changes thereto as explained above) was completed by the MBE/WBE/VOBE firm on _____, 20____and the above amounts listed for these services are true and accurate.

FOR CONTRACTOR

FOR MBE/WBE/VOBE FIRM

 Authorized Signature

 Authorized Signature

 Print Name

 Print Name

NOTE: To be submitted to the DCR Compliance Office within ten (10) days after completion of work by MBE/WBE/VOBE.

**E-2 Final Acceptance
Certificate of Final Inspection, Release and Acceptance**

Title: _____

Location: _____

Contractor: _____

This is to certify that a complete inspection of the above-referenced project was made on _____ by the undersigned, and that the entire work was completed in accordance with the plans and specifications. The undersigned recommends acceptance of the project.

_____ by: _____ Title: _____ Date: _____
 _____ Designer Authorized
 Signature

 Resident Engineer Date Project Manager Date

 Project Engineer Date

CERTIFICATE OF RELEASE

1.) The undersigned hereby certifies that all work has been completed in accordance with the plans, specifications, and contract documents and that all change orders have been supported pursuant to Article VII of the General Conditions of the Contract.

2.) Contract Award Price: \$	Adjusted Contract Price: \$
Authorized Additions: \$	Paid to Date:\$
Authorized Deductions:\$	Balance Due: \$

3.) The undersigned further certifies that in addition to the amount set forth above, there are outstanding and unsettled the following change orders as submitted to the DCR.

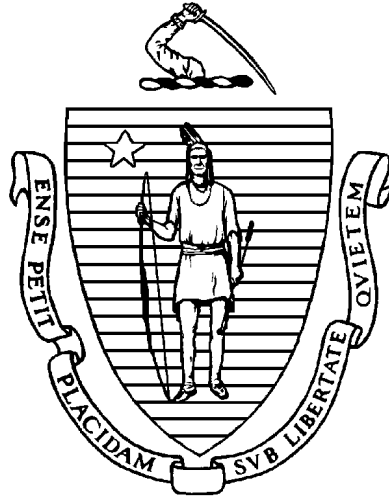
Request No.	Date:	Amount:
Request No.	Date:	Amount:
Request No.	Date:	Amount:

Subject to satisfactory disposition of change orders listed in Item 3 above, the undersigned releases the Commonwealth of Massachusetts from all further claims for wages or payments to subcontractors or suppliers except: (list on attached sheet).

_____ by: _____
 Contractor Authorized Signature

The above-referenced project is accepted as of _____
 Date

Deputy Commissioner, Engineering
 Deputy Director
 Project Manager
 Resident Engineer
 Office of Contract Administration
 Contractor



BID PACKAGE

CONTRACT NUMBER P25-3582-C1A

PART IV

SPECIAL CONDITIONS OF THE CONTRACT

PART IV

TABLE OF CONTENTS

Special Conditions..... 8 Pages

- ROW Access and Signage / Police Services
- Department of Environmental Protection File Number Sign
- General Requirements for Demolition and Work Involving Painted Steel
- Bird Guano
- MBTA and Keolis
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MBTA Operations Directorate, August 2014 132 Pages

MBTA Special Instructions, April 1, 2003 13 Pages

MBTA Railroad Operations Track Outage Request Form 3 Pages

Mass Dept. of Environmental Protection Superseding Order of Conditions..... 20 Pages

Mass Dept. of Environmental Protection Order of Conditions – Extension..... 2 Pages

Special Conditions
MCRT Waltham Linden Street Bridge
Waltham, MA
Contract Number: P24-3582-C1A

ROW Access and Signage / Police Services

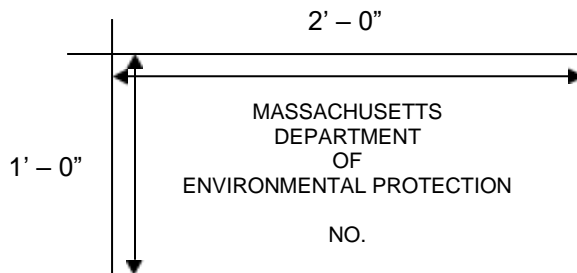
Right of way access to the Linden Street roadway and its pedestrian sidewalks must remain open and safe at all times. Police details, flagging, traffic control measures, and signage may be necessary. Additional information can be found in Part V, Items 852.11, 852.12 (S-17).

The Contractor shall coordinate the scheduling of roadway flaggers and police details as required. The cost will be paid for using Items 850.41 and 850.42, respectively.

Department of Environmental Protection File Number Sign

The project to be completed under this contract is subject to Massachusetts General Laws, Chapter 131, Section 40 and other environmental permitting. An active Superseding Order of Conditions exists issued by MassDEP. It will need extension prior to April 2025. Extension will be managed by the Department of Conservation and Recreation with/through the City of Waltham.

Signs shall be in accordance with the latest **MassDOT** Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the Contractor with no additional compensation. Signs shall be as follows:



Notes:

1. Contractor is to submit letter size and spacing for the completion of this sign according to the sketch given.
2. Sign plate shall be 3/4" plywood (Marine Grade)
3. The location and method of installation of this sign shall be determined by the Department.
4. One (1) sign, if an Orders of Conditions is issued, is required.

General Requirements for Demolition and Work Involving Painted Steel

Demolition and work involving painted steel shall conform to the requirements of Subsection 961 of the Standard Specifications. No separate payment shall be made for the work described herein.

Work Involving Painted Steel.

Hazardous materials shall be removed in the immediate area of any intended welding, heating, saw cutting or burning of steel. Hazardous material removal is required to allow the demolition of structural steel, railings, drainage systems, utility supports, steel lamp posts, etc.

The contractor shall assume that the coatings on the steel contain lead (Pb), unless otherwise determined by testing. The contractor shall certify in writing to the Engineer the results of all testing and shall also certify that any lead (Pb) coated steel removed from the project was not reused or buried but was sent to a scrap metal recycling facility.

Implement and maintain programs and procedures, which comply with the requirements of this specification and all applicable standards and regulations. Comply with all applicable regulations even if the regulation is not specifically referenced herein. If a state or local regulation is more restrictive than the regulation of this specification, follow the more restrictive requirements.

This requirement is intended only for the demolition and preparation prior to repair and does not include provisions for recoating of steel.

Environmental

All applicable portions of Subsections 961.65 "Worker Protection" and 961.66 "Environmental Protection and Monitoring" shall be followed when performing this work.

During chemical stripping a hand washing facility may be used in lieu of a decontamination/changing facility.

Hazardous material shall be collected during the disassembly and disposed of as outlined in Subsection 961.68 "Handling of Hazardous Waste and Reporting Release Programs".

The applicable submittals shall be according to Subsection 961.69 "Submittals".

Cleaning/Removal

Cutting Or Burning Of Steel

All surfaces to be welded, heated, saw cut or burned shall be cleaned so as to remove all contaminants and/or hazardous materials, which could be discharged to the environment as a function of the subsequent operations.

Lead paint shall be removed in its entirety in an area prescribed by a 6 inch (15 cm) minimum offset from the required work. The paint removal operation may be dry abrasive blasting, wet abrasive blasting or chemical stripping.

Proper level of containment shall be used when performing this work in accordance with Subsection 961.67 "Containment". Full containment is not required during chemical stripping operation; however, the Contractor shall install proper shielding and/or tarpaulins under the chemical stripping operations in order to catch all debris generated during this procedure. A cleaned area must be inspected and approved before the demolition operations are started.

During cleaning operations, the Contractor shall be required to furnish and erect temporary floodlights illuminating the steel surface at a minimum of 30-foot candles. This lighting shall be used in areas where there is insufficient lighting for proper cleaning operations and inspection. The Contractor shall supply electrical power.

The Contractor shall provide support for interim and final inspection of the bridge during cleaning operations. This support shall include the necessary traffic controls and safe access to the work.

Mechanical Disassembly Of Steel

All surfaces to be mechanically disassembled by shear cutting or removing bolts or rivets shall not require deleading. When shear cutting or removing bolts or rivets, the Contractor shall not use any method that will cause dust and/or particles to be emitted and/or dispersed into the environment to an extent that would expose the workers above the Action Levels of $30\mu\text{g}/\text{m}^3$.

For purposes of limiting the lead (Pb) dust, the Contractor will be required to dampen the lead paint work areas.

The contractor shall install a proper shielding and/or tarpaulins under all lead-paint-coated surfaces to be shear cut or bolts or rivets ordered removed in order to catch any loose lead paint chips, dust or particles.

Bird Guano

The Contractor shall remove and dispose of the bird guano and any other debris accumulated on the steel members and bridge seats in areas where work is being performed. Pigeon waste and debris material contaminants will require special handling and disposal in accordance with all Federal, state, and local requirements. No separate payment will be made for removal and disposal of pigeon waste. Cost shall be incidental to the contract pay items.

Railroad Coordination

This Project involves work on and adjacent to the MBTA Commuter Rail crossing at Beaver Street in Waltham. Keolis Commuter Service (Keolis) operates the commuter rail for the MBTA. In addition to work to be performed by the Contractor, MBTA/Keolis will install pedestrian gate equipment at the locations shown on the Plans. The Contractor is responsible for coordinating all work with MBTA and Keolis.

A majority of the prerequisites for the Contractor to perform work on or adjacent to MBTA transit lines may be found in the documents and locations listed below. Copies of documents 2-4 are included with Part IV, Special Conditions of the Contract. The Contractor shall be required to comply with all applicable requirements of the latest editions of these documents available at the time of Contract Award.

1. Licenses: <https://www.mbtarealty.com/licenses.html>
2. MBTA Special Instructions, April 1, 2003
3. MBTA Railroad Operations Directorate, August 2014
4. MBTA Railroad Operations Track Outage Request Form 3.1

The Contractor shall be responsible for contacting MBTA and Keolis to verify if there are any changes or additions to the prerequisites to perform the work in this contract.

Upon Notice to Proceed, the Contractor shall coordinate a meeting with MADCR, MBTA, and Keolis to discuss access requirements, schedules, documentation, points of contact, flagging and other costs, and other items associated with the project as it impacts MBTA AND Keolis. This meeting is intended to ensure the information is available and agreed upon by all parties to facilitate communication as the work progresses.

Throughout the project, copies of all correspondence between the Contractor and MBTA/Keolis shall be provided to the Resident Engineer.

Except where otherwise noted, costs for flagging, Right-of-Entry fees, work performed by MBTA or Keolis, and other associated railroad costs shall be paid for by the contractor and reimbursed under Item 748.2 MBTA/Keolis Force Account.

MBTA Provisions

The Contractor will be required to enter into a Right-of-Entry Agreement (ROE) with MBTA. The Contractor must include an outline of the proposed construction schedule; and approximate duration of work including the anticipated amount of flagging days that will be required. The Contractor shall be responsible for all fees associated with obtaining the ROE. The MBTA review period for ROE Agreement requests is 90 days from the submission of the required information.

No work may commence on or adjacent to MBTA right of way or that could potentially impact MBTA, Keolis, or other operator's operations until the following have occurred:

- A fully executed Right-of-Entry Agreement is in place with the appropriate parties;
- The necessary construction submissions have been submitted with no exceptions taken by MBTA or its representative and other operators;
- The Contractor's insurance has been approved in writing by MBTA;
- A pre-construction meeting has been held with a MBTA representative present;
- MBTA's Commuter Rail Service Provider (Keolis) will provide flagging support after a third party agreement is fully executed with Keolis.

Insurance Requirements

The insurance requirements set forth in this section are in addition to the requirements of the Standard Specifications.

Railroad Operations Directorate: Section F:

Railroad Protective Insurance (Required if work is performed within fifty (50) feet from the center line of the nearest railroad track).

1. The Contractor shall furnish, with respect to the operations of the Contractor or any of the Contractor's Subcontractors performing within the Railroad right-of-way, broad form Railroad Protective Liability Insurance covering all work performed under this Contract in the amount of not less than \$5,000,000 per occurrence, \$10,000,000 aggregate combined bodily injury and property damage. The Contractor shall carry Worker's Compensation Insurance, including Employer's Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work performed by him under the Contract. The Contractor shall carry Umbrella Liability Coverage with limits of not less than \$10,000,000 per occurrence, covering all work performed by him under this Contract. Automobile Liability Insurance: The Contractor shall provide Automobile Liability Insurance to include the use of all vehicles; owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit covering all work performed under the Contract.
2. Such insurance shall be written on an occurrence basis.

3. The MBTA and applicable railroads shall be the named insureds on such insurance. Additional named insured are listed below. Original policies and certificates shall be made out to the MBTA and applicable railroads and mailed to:

MBTA

Treasurer-Controller
Massachusetts Bay Transportation
Authority
10 Park Plaza
Boston, MA 02116
Tel. (617) 222-3064

Keolis

General Counsel
Keolis Commuter Services, LLC
470 Atlantic Avenue
Boston, MA 02210

4. The Contractor shall furnish to the MBTA and Keolis a signed original of the Railroad Protective Liability Policy prior to entry upon the railroad right-of-way.
5. Such policies shall provide 30 days notice to each named insured by the insurance company before any change or cancellation of the policies.
6. Such Railroad Protective Insurance policies may be provided in forms commonly referred to as AAR/AASHTO or ISO/RIMA but not Oregon.

Questions regarding insurance should be directed to the MBTA's Risk Manager at 617-222-3064.

The Contractor shall be aware of the latest MBTA insurance limits/requirements. See the following link for more information: <https://www.mbtarealty.com/licenses.html>.

Hours of Operation (Railroad ROW)

The Contractor will be responsible for scheduling work hours with respect to MBTA/Keolis schedules and requirements. Any request to gain access to the MBTA Reservation area must be pre-approved by the MBTA. Any impacts or delays that occur as a result of not getting approval from the MBTA for requested access to the track areas will be the responsibility of the Contractor.

No additional time or compensation will be provided due to inefficiencies caused by working around the railroad, including but not limited to night work, reduced work hours, and difficulty scheduling flaggers.

Railroad Requirements

Work under this contract will require access to MBTA right-of-way. Approximate property ownership is shown on the plans. The Contractor must comply with all provisions of the MBTA Railroad Operations Directorate, and the following:

- Flaggers will be required for all work within the foul zone area of the tracks. The Contractor shall enter into agreements directly with the railroad to facilitate payment for flagging.
- Before proceeding with any construction or demolition work on, over, within or adjacent to the MBTA property, the Contractor shall submit plans and calculations for their operations including demolition, excavation, protective shielding, erection, and protection of workers and equipment for approval by MBTA/Keolis. Design review fees which may be required by the MBTA or other railroad entities will be paid for by the Contractor.
- Before proceeding with any construction or demolition work on, over, within, or adjacent to the MBTA property during revenue, non-revenue, or service diversion periods, the Contractor shall provide a daily Work Plan and a daily Health and Safety Plan. The required forms are included in Appendix C.
- In accordance with the MBTA Railroad Operations Directorate, the Contractor must notify MBTA at least twenty one (21) days in advance of the date Contractor proposes to begin work on MBTA property, or locate equipment at the site. The Contractor shall at that time file a copy of such notice with MBTA/Keolis.
- Permanent work zone protection cannot be installed by the Contractor within the 15-foot clear zone limit from the centerline of tracks. It will need to be temporary and removed beyond the 15-foot clear zone at the end of the work period.
- The Contractor's equipment can be located up to 8 feet 6 inches from the centerline of the MBTA tracks, but by the end of the work period the equipment will need to be moved beyond the 15-foot clear zone.
- Any equipment to be located between 8 feet 6 inches and 15 feet from the centerline of track will need to be delineated with cones/snow fencing, painted orange or similar (the color will need to be coordinated with the MBTA). Fencing must be at least 7 feet from the centerline of the tracks. This is to provide advance warning to train operators. Snow fence is acceptable, but must be secured. Flexible plastic or other similar fencing is not acceptable due to the potential hazard of becoming loose. No additional compensation will be paid for snow fencing and other advance warning devices required for work on the MBTA right-of-way.
- The Contractor will install a means to prevent water for cooling saws from spilling onto the tracks during demolition operations.
- The Contractor shall provide for maintenance/vehicular access to the tracks at all times.
- Any railroad ballast displaced/excavated during work will be re-installed in place. Ballast which is fouled or contaminated shall be replaced. Ballast shall conform to AREMA size 4. Re-installing ballast and/or providing new ballast will be done at no additional cost to the Department.
- All personnel working within the railroad property must pass the Right-of-Way Safety Course from MBTA. Safety training shall be provided at no additional cost to the Department.

MBTA/Keolis Flagging

Requests for Commuter Rail outages and flagging shall be made using the MBTA Railroad Operations Track Outage Request Form 3.1. The Contractor's attention is called to the Process and Timeline on page 2 of the form to be incorporated in the Contractor's schedule. Requests for Commuter Rail flagging requests shall be made through Jim Welsh, 617-222-8428 or 518-556-3624.

MBTA Right-Of-Way Clean-Up

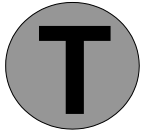
Prior to the Contractor leaving any work site at the completion of each work period, the Contractor shall ensure the Site is in proper condition. If in the opinion of the MBTA, the site is not suitable due to conditions caused by the Contractor, the MBTA will allocate a suitable number of its own personnel to rectify the site and the Contractor will be charged the full cost of such personnel and necessary equipment, including the full cost of replacement services during the clean-up period and such cost may be withheld from monies due, or to become due to the Contractor.

Mass DEP Superseding Order of Conditions

The Contractor shall comply with the requirements in the Massachusetts Department of Environmental Protection Superseding Order of Conditions, DEP File #316-0744. A copy of this document is included in Part IV.

END OF SECTION

MBTA Operations Directorate
August 2014



**MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

The attached Specifications are required for any construction and/or related activities on, over, under, within or adjacent to railroad property owned or controlled by the Massachusetts Bay Transportation Authority. They are intended to provide general guidelines and safeguards. Attachment "A" of Construction Guidelines and Procedures contains a summary of MBTA Railroad Operations Specifications which may be required. It is the responsibility of the Contractor to obtain all the necessary specifications for each project.

AUGUST 2014



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

|

GUIDELINES AND PROCEDURES

FOR CONSTRUCTION ON

MBTA RAILROAD PROPERTY

AUGUST 2014

SECTION 1. SCOPE

- 1.01 These specifications provide general safeguards to railroad property owned or controlled by the Massachusetts Bay Transportation Authority and to railroad operations upon that property during the performance of construction and/or related activities on, over, under, within or adjacent to the railroad property. They are intended as guidelines and do not represent all legal requirements which are or may be associated with construction and/or related activities. The MBTA reserves the right to require additional information and clarification and to make unilateral changes to these specifications at any time, at its sole discretion.

SECTION 2. DEFINITIONS

MBTA

Massachusetts Bay Transportation Authority; Massachusetts Realty Group, Designated Representative of MBTA Real Estate

RAILROAD COMPANY

The particular reference for the purpose of these specifications is the railroad company which maintains and/or operates or has trackage rights on the subject MBTA Railroad Property, including, but not limited to:

- Massachusetts Bay Transportation Authority (MBTA")
- Keolis Commuter Services
- Providence and Worcester Railroad (PW)
- National Railroad Passenger Corporation ("Amtrak")
- CSX Transportation ("CSX")
- Pan Am Railways (PAR) and subsidiaries The Boston and Maine Corporation (BM), The Springfield Terminal Railway Company (ST), its affiliates, successors and assigns
- Bay Colony Railroad Corporation (BLCR)

MBTA RAILROAD PROPERTY

All railroad rights of way and adjacent owned and/or controlled by the MBTA.

OWNER

The individual, utility, government, or corporation having title to the structure to be constructed upon, over or adjacent to the railroad property owned or controlled by the MBTA.

UTILITY

Public or private communication, water, sewer, electric, gas and petroleum companies or other entity governed by the Massachusetts Department of Public Utilities.

GOVERNMENT

Federal, State, Town, City, County and other forms of government.

CORPORATION

Any firm duly incorporated under laws of a state government.

INDIVIDUAL

Any party not defined by "Owner, Utility, Government or Corporation".

CONTRACTOR

The individual, partnership, firm, corporation or any combination thereof, or joint venture, contracting with a Utility, Government, Firm, Company, Corporation or Individual for work to be done on, over, under, within or adjacent to MBTA Railroad Property.

OWNER OR ITS CONTRACTOR

As used in these specifications, does not affect the responsibilities of either party for work conducted on, over, under, within or adjacent to MBTA Railroad Property.

CONSTRUCTION DRAWINGS

Original drawings, submitted to the Engineer by the Contractor pursuant to the Work, including, but not limited to: stress sheets, working drawings, diagrams, illustrations, schedules, performance charts, brochures, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or other supplementary plans or similar data which are prepared by the Contractor or a Subcontractor, manufacturer, supplier or distributor, and which the Contractor is required to submit for review and approval by the MBTA. Working Drawings: Contractor prepared plans for temporary

structures and facilities. Working Drawings for elements of work which may affect safety of persons or property included but are not limited to Contractor's plans for temporary structures such as decking, temporary bulkheads, support of utilities, and for such other work as may be required for construction but which do not become an integral part of completed project.

SECTION 3. SUBMITTALS

3.01 INITIAL CONTACT

- A. The MBTA owns the majority of the railroad lines in eastern Massachusetts. Many of these railroad lines are operated for passenger service, using a Railroad Company as an operating and maintaining Contractor. Some of the railroad lines are used for freight-only service, operated and maintained by other Railroad Company(s). In most instances, both passenger and freight service are operated over the same railroad lines.
- B. All of the MBTA railroad lines are maintained by a designated Railroad Company(s), excepting rapid transit and light rail lines. The maintaining Railroad Company(s) has rights and responsibilities, in addition to the MBTA's property owner's rights.
- C. To obtain further information concerning License Agreements, Easements, Licenses for Entry and performance of construction related activities which affect MBTA Railroad Property, a written request may be forwarded to:

License Administrator
Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, MA 02116

or you may access the website at www.mbtarealty.com

The License Administrator is also the contact person for information concerning rapid transit and light rail lines.

SECTION 4. PLANS AND SPECIFICATIONS

- 4.01 SCOPE: It is the intent of the MBTA to eliminate or minimize any risk involved with construction or related activities on, over, under, within or adjacent to MBTA Railroad Property. Therefore, MBTA approval and

frequently one or more Railroad Company(s) approval of construction plans and specifications for all phases of a proposed project affecting MBTA Railroad Property is required.

- 4.02 GENERAL: If requested by the License Administrator, the applicant must provide six (6) sets of plans and specifications to the License Administrator. These plans and specifications must meet the approval of the Railroad Company(s) and the MBTA prior to the start of construction. These plans are to be prepared in sizes as small as possible (no smaller than 11" x 17") and are to be folded to an 8-1/2 inch by 11 inch size (folded dimensions) with a 1-1/2 inch margin on the left side and a 1 inch margin on the top.
- A. After folding, the title block and other identification of the plans shall be visible at the lower right corner, without the necessity of unfolding. Each plan shall bear an individually identifying number and an original date, together with subsequent revision dates, clearly identified on the plan.
 - B. All plans are to be individually folded or rolled and where more than one plan is involved, they shall be assembled into complete sets before submission to the MBTA.
- 4.03 PLANS: The plans are to show all the work which may affect MBTA Railroad Property, and contain a location map and plan view of the project, with appropriate cross sections and sufficient details. The proposed construction or related activities must be (orated with respect to top of rail (vertical) and center line of track (horizontal)). The plan must also include railroad stationing, property lines and subsurface soil conditions. The subsurface information is to be in the form of boring logs with the borings located on the plan view. The plans must be stamped by a Professional Engineer registered in the state of Massachusetts. (The purchase of railroad valuation plans may be arranged by contacting MBTA Engineering offices at (617) 222-6178).
- 4.04 SPECIFICATIONS: The specifications summarized on Attachment "A" attached hereto are the Standard Specifications of the MBTA Railroad Operations Department and apply to all types of construction work affecting MBTA Railroad Property.
- A. In addition to "Maintenance and Protection of Railroad Traffic" and "Insurance Specifications" which are required for all work on, over, under, within or adjacent to MBTA Railroad Property, certain other Specifications contained in Attachment "A" shall be incorporated into construction/engineering submittals when deemed necessary by the MBTA and/or Railroad Company(s). (The purchase

of additional specifications may be arranged by contacting MBTA offices at (617) 222-3448 or visiting Massachusetts Realty Group website at www.mbtarealty.com.

SECTION 5. SUBMISSION REVIEW

- 5.01 An initial submission of six (6) sets of plans and specifications for MBTA review must be forwarded to the License Administrator, along with a completed MBTA Application for Entry (Attachment "B"). The submission will be circulated for review and comment to MBTA departments which may be impacted by the proposed project. If approved by the MBTA, the Railroad Company(s) will review.
- 5.02 The applicant is advised that the MBTA's initial review process requires a minimum forty-five (45) day period, prior to the Railroad Company(s) involvement, and additional processing time may be required for specific documents (See Section 9).

SECTION 6. INSPECTIONS/PAYMENTS

- 6.01 The MBTA may inspect all projects affecting MBTA Railroad Property at least twice, at the applicant's sole expense. The actual number of MBTA inspections will depend on the size and complexity of the project.
- 6.02 The MBTA may utilize Railroad Company inspectors and flagmen for daily inspection and protection of rail traffic during the term of the construction period or related activities. The Owner or Contractor will be responsible for advance payment of all associated fees.
- 6.03 Advance payments to the MBTA for construction/engineering review of plans and specifications by MBTA staff must be submitted when initial contact is made with the License Administrator. Payments shall be in the form of check or money order, made payable to the Massachusetts Bay Transportation Authority.
- 6.04 Advance payments covering the services for Railroad Company(s) construction/engineering review of plans and specifications, or services of an inspector or flagman, will be paid directly to the Railroad Company(s). The MBTA will advise when such services are required, and the Railroad Company(s) will advise of the amount of the required advance payment.

SECTION 7. EXAMINATION OF PLANS OR PROPERTY

- 7.01 The Contractor/Applicant shall have no claim for any differences between MBTA valuation plans and the actual conditions encountered in the field.

SECTION 8. INSURANCE AND INDEMNIFICATION

- 8.01 Prior to entry upon MBTA Railroad Property, insurance will be provided to and approved by the MBTA and affected Railroad Company(s), as outlined in "Insurance Specifications."
- 8.02 Additionally, all MBTA Licenses and Letters of Authorization contain a clause for Indemnifying MBTA and the Railroad Company(s) from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands and/or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against the MBTA or the Railroad Company(s).

SECTION 9. LEGAL DOCUMENTS FOR TEMPORARY AND PERMANENT INSTALLATIONS

- 9.01 The nature of entry upon or installation within MBTA Railroad Property will determine the authorizing document to be issued. Listed below are brief descriptions of MBTA documents:
- A. **License for Entry:** Authorizes short-term entry for purposes of survey, inspection, test borings, access, etc. One time administrative/engineering/legal review and access fees.
 - B. **License Agreement:** Authorizes installations, subject to termination clause, if Applicant chooses not to pursue an Easement. One time administrative/engineering/legal review fee as well as annual rental fee.
 - C. **Easement:** Authorizes permanent installations in form suitable for recording at Registry Deeds. All easements are non-exclusive and subject to relocation at the Owner's expense, for Mass transportation purposes:
 - 1. Easements must receive MBTA Board of Directors approval, which involves considerable time. Once approved by the Board of Directors and upon payment in full to the MBTA, a License for Construction is issued. Upon final inspection and acceptance of the installation by the MBTA the Easement document is issued.
 - 2. Permanent Subsurface Easement widths are limited to a maximum three-foot distance on either side of the occupation.

3. a) A one-time administrative/engineering/legal review fee, in addition to value of easement, as established by independent appraisal conducted at the Applicant's expense.
- b) If easement size is minimal, as determined by the MBTA, a fixed fee, encompassing administrative/engineering/legal review fee.

D. **Letter of Authorization**: Authorizes installations and construction activities in association with Master License Agreements. One-time administrative/engineering/legal review as well as access and/or annual fees.

ATTACHMENT "A"

SUMMARY OF MBTA RAILROAD OPERATIONS SPECIFICATIONS

I. GUIDELINES AND PROCEDURES FOR CONSTRUCTION ON MBTA RAILROAD PROPERTY

This general specification outlines the immediate design requirements and methodology for progressing construction activities on MBTA Railroad Property.

II. MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC

This specification will be included in ALL work requirements on MBTA Railroad Property, and covers rules, requirements, and protective services or any construction-related activity on MBTA Railroad Property. Supplemental specifications are listed below.

III. INSURANCE SPECIFICATIONS

This specification details the required insurance coverages and limits of the MBTA and Railroad Company(s).

IV. PIPELINE OCCUPANCY SPECIFICATIONS

This specification details requirements for all pipeline borings/jacking's and open cuts on or adjacent to MBTA Railroad Property, as well as requirements for Drawing submittals.

V. SPECIFICATIONS FOR WIRE CONDUIT AND CABLE OCCUPATIONS

This specification details requirements for clearances and installations of parallel and overhead crossings on MBTA Railroad Property, as well as requirements for Drawing submittals.

VI. BRIDGE ERECTION DEMOLITION AND HOISTING OPERATIONS

This specification details plan preparation for demolition and/or hoisting and erection of structures on and over MBTA Railroad Property.

VII. TEMPORARY SHEETING AND SHORING

This specification details requirements for plan preparation and calculations necessary for sheeting and shoring for construction on or adjacent to MBTA Railroad Property.

VIII. BLASTING SPECIFICATIONS

This specification outlines submittals, details and requirements for blasting on or adjacent to MBTA Railroad Property.

IX. TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND CONSTRUCTION

This specification outlines criteria for plan preparation related to protection of MBTA Railroad Property when work takes place on overhead structures.

X. INDUSTRIAL SIDE TRACK SPECIFICATIONS

This specification outlines minimal requirements for materials and installation submission for private railroad side tracks up to MBTA property line and/or clearance point. Other provisions, site-specific, may be required, including signal protection maintenance and protection of railroad traffic.

XI. RIGHT OF WAY FENCING SPECIFICATIONS

This specification details the requirements for the materials, construction and installation of standard right of way fence.

XII. TEST BORING SPECIFICATIONS

This specification outlines procedures and requirements for the performance of test borings on MBTA Railroad Property.

XIII. FIBER OPTIC CABLE SPECIFICATIONS

This specification details requirements for design and installation of fiber optic cables on MBTA Railroad Property; and is modified by site-specific requirements, including the construction methodology, location and type of fiber optic cables and protection conduits.

XIV. RAILROAD OPERATIONS BOOK OF STANDARD PLANS, TRACK AND ROADWAY, MW-I SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF TRACK

Certain construction activities may require obtaining this comprehensive package if rail construction details and requirements are related to the track operation.

XV. COMMUTER RAIL DESIGN STANDARDS

ATTACHMENT "B"

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
APPLICATION FOR ENTRY UPON MBTA RAILROAD, TRANSIT,
OR OTHER PROPERTY**

Date_____

1. Name of Applicant: _____

2. Type of Entity (Partnership, Corporation, Proprietorship, Public Authority, etc.):

3. Mailing Address: _____

4. Contact info:_____

5. If incorporated, state of incorporation:_____

6. Proposed license term commencement date:_____

7. Agents for applicant for service of notice or process: _____

8. Administrative Fee: 1,000.00 paid with application

9. If plan reviews by The MBTA Design and Construction are deemed necessary the following fee shall apply:

Design and Construction Plan Review Fee: 1,600.00 Paid with Application Fee

10. Applicant shall submit Drawings in pdf form and one set of paper Drawings to License Administrator

11. If applicant is self-insured, please provide limits of self-insurance and attach copies of authorizing legislation or certification thereof: _____

12. If applicant is authorized by public authority to enter into such license agreement, please provide:

Motion, Resolution, or Ordinance No.: _____

Date of Adoption: _____

Adopted by: _____

13. Is the applicant seeking permission to perform environmental testing and/or assessment on Authority property?

a) Is the proposed testing and/or assessment required by the Massachusetts Contingency Plan ("MCP")?

b) What is the Release Tracking number and current status of the MCP work?

14. Name, title and email of applicant's officer authorized to sign agreement: _____

Project Description

1. Brief description of construction (including types of pipes and other attachments or ancillary facilities to be installed on MBTA Railroad Property): _____

2. Brief description of purpose of entry and/or installation: _____

Space Requirements
[*To Be Provided*]

Technical Information

1. Is this occupancy within the limits of a public road? _____
Attach copies of applicant's franchise to occupy such space.
2. If occupancy is under, over, through, or attached to undergrade or overhead bridge, who owns such bridge? _____

3. Type of occupancy (facility):
 - a) Exact Length of MBTA Railroad Property to be burdened by occupancy: _____

 - b) Width of excavation facility on MBTA Railroad Property:

 - c) Number of manholes: _____

A. Aerial or underground wire and cable:

(1) Telephone and other communication cables:

Number of cables: _____

Number of pairs/cable: _____

Are these composite coaxial cables? _____

(2) Power Cables:

Number of cables/size: _____

Number of volts per conductor: _____

Are these pipe-type cables consisting of one or more high voltage cables encased in steel pipe under inert oil pressure? _____

(3) Fiber optic cables:

Number of cables: _____

Number of distribution cables: _____

Number of transmission cables: _____

Number of strands in each cable: _____

Number of repeater stations on MBTA Railroad Property: _____

Systems (check one):

Transmission _____

Distribution _____

Sensor _____

(4) Number of spare or unoccupied ducts to be installed: _____

B. Pipes and Sewers

(1) Circular line carrying no pressure:

Number of pipes: _____

Number of inches of inside nominal diameter per pipe: _____

(2) Circular lines under pressure and carrying non-flammable, non-explosive, or non-combustible supporting materials, except coal and slurry:

Number of pipes: _____

Number of inches of inside nominal diameter per pipe: _____

(3) Circular lines under pressure and carrying flammable, explosive, or combustible supporting material:

Number of pipes: _____

Number of inches of inside nominal diameter per pipe: _____

(4) Non-circular pipe: _____

(5) Will a pipe tunnel be constructed? _____

(6) Will pipe be supported by MBTA structures, bridges, etc.? _____

Explain: _____

(7) Will pipe be attached to MBTA structures, bridges, etc.? _____

Explain: _____

C. Ancillary Facilities

Number of wooden poles to be installed on MBTA Railroad Property:

Other wooden supporting structures: _____

Steel supporting structures: _____

Explain: _____

Number of braces, stub poles: _____

Number of guy wires anchored on MBTA Railroad Property: _____

Number of span guy wires crossing MBTA Railroad Property: _____

D. Attachments

- (1) Attachment of aerial wires and cables to poles or other structures of MBTA used in wire line construction or support:

Number of wires attached to MBTA cross-arm: _____

Voltage of wire: _____

Number of wires attached to applicant's cross-arm or bracket: _____

Voltage of wire: _____

Number of cross-arms or brackets attached to MBTA poles: _____

- (2) Attachment of aerial wires and cables to building or structures other than those used in wire line construction or support:

Number of wires or cables attached to MBTA's building or structures:

- (3) Attachment of cable terminals to poles, buildings, or structures including highway bridges, railroad bridges over highways, or other bridges of MBTA:

Number of cable terminals, loading coils, transformers, or like devices attached:

Explain: _____

E. Guy wire crossings and overhanging cross-arms and power wires of pole lines outside MBTA right-of-way.

Number of guy wires crossing MBTA Railroad property but not anchored thereon: _____

Number of cross-arms overhanging MBTA Railroad Property from poles located outside thereof: _____

Number of cross-arms on any poles: _____

It is hereby understood and agreed that the undersigned applicant will bear any and all costs associated with MBTA's preliminary and final engineering review in connection with this application. Any charges in excess of the initial advance payment will be billed directly to the address indicated in Item #3 above.

Agent: _____

For: _____
Name of Applicant

By: _____
(Title)

(Date)

REVENUE ENFORCEMENT AND PROTECTION PROGRAM CERTIFICATION

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

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate Name

By: _____
Corporate Officer
(If applicable)

Date: _____

EMPLOYER'S CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS EMPLOYMENT SECURITY LAW

Pursuant to G. L. C. 151A, Sec. 19A (b), I _____

on behalf of (Name of Employer) _____,

D.E.T. ID Number _____, certify under the penalties of perjury¹ that the
aforementioned employer has complied with all laws of the Commonwealth relating to contributions
and payments in lieu of contributions.

Signed under the penalties of perjury this _____ day of _____, 20__.

Name of Employer

Signature

Name (Printed)

Title (Printed)

¹ The employer may certify its compliance if it has entered into and is complying with a repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G. L. C. 161A, Sec. 19A(c).

STATEMENT REGARDING BENEFICIAL INTEREST

In compliance with the provisions of Chapter 7, Sec. 40J of the General Laws, I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property subject to this Application dated

_____, 20___,

between _____ as applicant/tenant, for premises in the building (on the site) know as _____, and located at _____

_____ are listed below.

Name and residence of all persons with beneficial interests:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Signed: _____

Title: _____

Date: _____

ATTACHMENT "C"

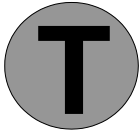
REFERENCED STANDARDS AND SPECIFICATIONS

- A. Wherever standards or specifications issued by a recognized industry association or regulatory body are referenced in these Specifications, the reference shall be interpreted as incorporating the referenced standard or specification in total into these Specifications as applicable. In the event of a difference between referenced standard or specifications and these Specifications, the latter shall govern.
- B. Technical Reference Abbreviations - References are made to recognized standards by use of the acronyms listed below. Addresses are included for convenience, and the accuracy of the addresses is not warranted:

AA	The Aluminum Association 900 19th Street NW Washington, DC 20006
AAR	The Association of American Railroads American Railroads Building 50 F Street NW Washington, DC 20001
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street NW Suite 249 Washington, DC 20001
ACGIH	American Conference of Governmental Industrial Hygienists 1330 Kemper Meadow Drive Cincinnati, OH 45240
ACI	American Concrete Institute P. O. Box 19150 Detroit, MI 48219
AFPA	American Forest and Paper Association 1111 19th Street, NW Suite 700 Washington, DC 20036

AIA	American Insurance Association 1130 Connecticut Avenue NW Washington, DC 20036
AISC	American Institute of Steel Construction Inc. 1 East Wacker Drive Suite 1300 Chicago, IL 60601
AISI	American Iron and Steel Institute 1101 17th Street NW Suite 1300 Washington, DC 20036-4700
AITC	American Institute of Timber Construction 7012 South Revere Parkway Suite 140 Englewood, CO 80112
ANSI	American National Standards Institute 11 West 42nd Street New York, NY 10036
APA	American Plywood Association P. O. Box 11700 Tacoma, WA 98411
APHA	American Public Health Association 1015 15th Street NW Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street NW Washington, DC 20001
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood Preservers' Association P. O. Box 286 Woodstock, MD 21163-0286
AWS	American Welding Society 550 NW 42nd Avenue Miami, FL 33126
AWWA	American Water Works Association, Inc. 6666 W. Quincy Avenue Denver, CO 802350
CSI	Construction Specifications Institute 601 Madison Avenue Alexandria, VA 22314-1791
FHA	Federal Highway Administration 400 7th Street SW Washington, DC 20590
FRA	Federal Railroad Administration 403 7th Street SW Washington, DC 20590
ICBO	International Conference of Building Officials 5360 Workman Mill Road Whittler, CA 90601
IIA	Incinerator Institute of America 60 East 42nd Street New York, NY 10017



**MASSACHUSETTS BAY
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RAILROAD OPERATIONS DIRECTORATE

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MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC

AUGUST 2014

SECTION 1. GENERAL

- 1.01 The Contractor should note that these specifications govern proposed work that involves construction on, over, under, within or adjacent to MBTA Railroad Property. Requirements must be strictly observed whenever the tracks, structures, or properties of the MBTA are involved or affected.
- 1.02 If the tracks or other facilities of the MBTA are endangered, the Contractor shall immediately perform such work as directed by the Railroad Company(s), and upon failure of the Contractor to carry out such orders immediately, the Railroad Company(s) may take whatever steps are necessary to restore safe conditions. The cost and expense to the Railroad Company(s) and/or MBTA of restoring safe conditions or of any damage to the MBTA's trains, tracks, or other facilities caused by the Contractors' or subcontractors' operations, shall be at the sole expense of the Contractor and will be collected as appropriate. This cost shall be paid for by the Contractor and may be deducted from any monies due and that may become due to the Contractor.
- 1.03 Before entering upon MBTA Railroad Property:
- A. The Owner or its Contractor shall be fully informed of all requirements of the MBTA pertaining to the specific project and shall conduct all their work accordingly. Any questions relating to the requirements of the MBTA should be directed to the Director of Engineering for MBTA Railroad Operations or their authorized representative.
 - B. The Owner or its Contractor shall execute an MBTA License for Entry, and shall provide the MBTA and Railroad Company(s) with the information required in the "Insurance Specifications".
 - C. The Owner or its Contractor shall take note that if an excavation is to be made within a 2 to 1 slope line commencing 5.5 feet from the centerline of track, they shall be required to submit the proposed method of soil stabilization for approval by the Director of Engineering for MBTA Railroad Operations.
 - D. The Owner or its Contractor shall furnish detailed plans for falsework, bracing, sheeting, or other supports adjacent to the tracks for approval by the Director of Engineering for MBTA Railroad Operations and the Railroad Company(s), and the work shall be performed in accordance with temporary "Sheeting and Shoring". All plans and calculations shall be stamped by a Registered Professional Engineer.
 - E. The Owner or its Contractor shall give written notice to the Director of Engineering for MBTA Railroad Operations and the applicable

Railroad Company(s) at least 21 days in advance of starting work or locating equipment at the site.

- F. The Owner or its Contractor shall make all necessary arrangements with the MBTA before entering upon MBTA Railroad Property.

1.04 After entering upon MBTA Railroad Property:

- A. The Owner or its Contractor shall have, in their possession on the job site, the contract plans and specifications which bear the stamp of approval of the Director of Engineering for MBTA Railroad Operations or Railroad Company(s). The Owner or its Contractor shall conduct all their work according to these plans and specifications.
- B. All work shall be performed and completed in a manner fully satisfactory to the MBTA Chief Engineering Officer or authorized representative(s). Railroad Company(s) inspection of the work shall be conducted at any time and the Owner or its Contractor shall cooperate fully with the MBTA and Railroad Company(s) representatives.
- C. All equipment used by the Owner or its Contractor on MBTA Railroad Property may be inspected by the Railroad Company(s) and shall not be used if considered unsatisfactory by the Railroad Company(s) representative. Equipment of the Owner or its Contractor to be used adjacent to tracks shall be in first class condition so as to positively prevent any failure that would cause delay in the operation of trains or damage to MBTA or railroad facilities. Equipment shall not be placed or put into operation adjacent to a track without first obtaining the permission of the Railroad Company(s).
- D. Operators of such equipment must be properly licensed and may be examined by the Railroad Company(s) representative to determine their fitness. If it is determined that they are unfit to work, then the Owner or its Contractor shall remove them from MBTA Railroad Property.
- E. If the Director of Engineering for MBTA Railroad Operations deems it necessary, the Owner or its Contractor shall furnish and erect in close proximity to the site of the work a suitable, furnished shelter with lights, heat, telephone, etc., for use by Railroad Company(s) personnel providing services to the Owner's or Contractor's work.
- F. The Owner or its Contractor's work shall be performed in such manner that the tracks, train operations and appurtenances of the MBTA and the Railroad Company(s) will be safeguarded.

- G. Open excavations shall be suitably planked and safeguarded when construction operations are not in progress.
- H. Blasting will be permitted under or adjacent to tracks only after proof that blasting is required and all methods have been approved by the Director of Engineering for MBTA Railroad Operations and the Railroad Company(s). All blasting operations must comply with the MBTA's "Blasting Specifications".
- I. The Owner or its Contractor shall be fully responsible for all damages arising from their failure to comply with the requirements of these specifications. Failure to comply may result in their removal from MBTA Railroad Property, at the MBTA's sole discretion.

SECTION 2. RULES, REGULATIONS, AND REQUIRMENTS.

- 2.01 Railroad traffic shall be maintained at all times with safety and continuity, and the Contractor shall conduct all operations on, over, under, within or adjacent to MBTA Railroad Property within the rules, regulations, and requirements of the Railroad Company(s) and/or MBTA. The Contractor shall be responsible for acquainting themselves with such requirements as the Railroad Company(s) and/or MBTA may demand.
- 2.02 The Contractor shall obtain verification of the time and schedule of track occupancy from the Railroad Company(s) before proceeding with any construction or demolition work on, over, under, within or adjacent to MBTA Railroad Property. The work shall not proceed until the plans and method of procedure have been approved by the Director of Engineering for MBTA Railroad Operations or their authorized representative.
- 2.03 All work to be done on, over, under, within or adjacent to MBTA Railroad Property shall be performed by the Contractor in a manner satisfactory to the MBTA and the Railroad Company(s), and shall be performed at such times and in such manner, as to not interfere with the movement of trains or operations upon the tracks of the MBTA. The Contractor shall use all necessary care and precaution in order to avoid accidents, delays or interference with the MBTA's trains or other property.
- 2.04 The Contractor shall give written notice to the Railroad Company(s) at least twenty- one (21) days prior to the commencement of any work, or any portion of the work, by the Contractor or their subcontractors on, over, under, within or adjacent to MBTA Railroad Property, in order that necessary arrangements may be made by the Railroad Company(s) to protect railroad operations.

- 2.05 If deemed necessary by the Railroad Company(s), it may assign an inspector and/or engineer who will be placed on the work site during the time the Contractor or any subcontractor is performing work on, over, under, within or adjacent to MBTA Railroad Property. The cost and expense will be paid directly by the contracting party with an advance deposit to the Railroad Company(s), unless otherwise approved.
- 2.06 Before proceeding with any construction or demolition work, on, over, under, within or adjacent to the MBTA's Railroad Property, a pre-construction meeting shall be held at which time the Contractor shall submit for approval of the MBTA and Railroad Company(s), Drawings, computations, and a detailed description of the method for accomplishing the construction work, including methods of protecting railroad operations. Such approval shall not serve in any way to relieve the Contractor of complete responsibility for the adequacy and safety of the referenced methods.
- 2.07 During any demolition procedure, the Contractor must provide an approved shield to prohibit all debris from falling onto MBTA Railroad Property. A protective fence must be erected at both ends of the project to prohibit trespassers from entering MBTA Railroad Property.
- 2.08 Cranes, shovels, or any other equipment shall be considered to be fouling the track when located in such position that failure of same with or without load brings the equipment within the fouling limit. The Contractor's employees and equipment will not be permitted to work near overhead wires or apparatus.
- 2.09 The Contractor shall conduct their work and handle their equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Railroad Company(s). When it becomes necessary for the Contractor to foul any track, they must give the Railroad Company(s) written notice of their intentions twenty-one (21) days in advance, so that if approved, arrangements may be made for proper protection of the Railroad Company(s).
- 2.10 The Contractor's equipment shall not be placed or put into operation adjacent to tracks without first obtaining permission from the Railroad Company(s). Under no circumstances shall any equipment or materials be placed or stored within fifteen (15) feet from the centerline of the closest track.
- 2.11 Materials and equipment belonging to the Contractor shall not be stored on MBTA Railroad Property without first having obtained permission from the Railroad Company(s), and such permission will be on the condition that the MBTA and/or Railroad Company(s) will not be liable for damage to such materials and equipment from any cause. The Contractor shall keep the

tracks adjacent to the site clear of all refuse and debris that may accumulate from construction operations, and shall leave the MBTA Railroad Property in the condition existing before construction commencement. Equipment repair, refueling or extended storage is prohibited on MBTA Railroad Property.

- 2.12 The Contractor shall consult the Railroad Company(s) in order to determine the type of protection required to insure safety and continuity of railroad operations. The railroad field engineer may assign track foremen, flagmen, signalmen or other employees deemed necessary for protective services by the Railroad Company(s), to insure the safety of trains and MBTA Railroad Property. The cost of same shall be paid directly by the contracting party with an advance deposit to the Railroad Company(s), unless otherwise approved.
- 2.13 The provision of such protective services, and other precautionary measures, shall not relieve the Contractor from liability for the cost of any and all damages caused by their operations.
- 2.14 The Railroad Company(s) will require protection during all periods when the Contractor is working on, over, under, within or adjacent to MBTA Railroad Property or as may be deemed necessary. When protection is required, the Contractor shall make the request in writing to the Railroad Company(s) at least twenty-one (21) days before such protection is required.
- 2.15 The Contractor shall not bill the Railroad Company(s) or MBTA for any work which they are proposing to perform, unless the Railroad Company(s) or MBTA authorizes the said work in writing. This work must be to the benefit of the MBTA or Railroad Company(s).
- 2.16 The Contractor, subcontractor and respective employees who will come within the limits of the MBTA Railroad Property, must first attend the Railroad Company(s) Safety Orientation Class. They are required to comply with the Railroad Company(s) Safety Requirements throughout the entire construction period. All costs associated with compliance of the Railroad Company(s) Safety Requirements will be at the sole expense of the Contractor and subcontractors.
 - A. The Contractor for the project must appoint a qualified person who will be designated as a Safety Representative. They must be approved by the Railroad Company(s) Safety Representative. The Contractor's designee will be responsible to give Safety Orientation to the Contractor's/subcontractor's employees who will come onto the MBTA's Railroad Property for short periods of time after the initial Safety Orientation Class has been given by the Railroad Company(s). The Contractor's designee will keep the Railroad Company(s) Safety Representative informed of the temporary employees who received Safety Orientation. The Railroad Company(s)

Safety Orientation Class will be repeated when employee turnover or groups of Contractor's and subcontractor's employees are such that another Railroad Company(s) Safety Orientation Class is justified.

- B. All Contractors shall follow established safety procedures and remain 15 feet or more from the closest rail of the closest track. When it becomes necessary for Contractors to encroach on this 15 foot limitation, the proper fouling procedures will be arranged with the Railroad Company(s).
 - C. Contractors will establish the 15 foot foul line by installing stakes and taping off the area prior to beginning work.
- 2.17 Upon completion of the work, the Contractor shall remove from the MBTA Railroad Property, all machinery, equipment, surplus materials, falsework, rubbish, temporary buildings and other property of the Contractor, or any subcontractor, and shall leave MBTA Railroad Property in a condition satisfactory to the MBTA and Railroad Company(s). Failure to comply will result in Railroad Company(s) forces restoring MBTA Railroad Property at the Contractor's expense.
- 2.18 The Contractor will pay the Railroad Company(s) directly, for all protective services unless otherwise approved. The services are performed to insure safe operation of trains when construction work would, in the Railroad Company(s) opinion, be a hazard.

SECTION 3. DEFINITION OF HAZARD

- 3.01 Protection Services will be required whenever the Contractor is performing work on, over, under, within or adjacent to MBTA Railroad Property. This will include excavating, sheeting, shoring, erection, removal of forms, handling material, using equipment which by swinging or by failure could foul the track, and when any other type of work being performed, in the opinion of the Railroad Company(s), requires such service.
- 3.02 Railroad operations will be considered subject to hazard when explosives are used in the vicinity of MBTA Railroad Property during the driving or pulling of sheeting for footings adjacent to a track, when erecting structural steel across or adjacent to a track, when operations involve swinging booms or chutes that could in any way come closer than 5 feet to the center line of a track or wire line. None of these or similar operations, shall be carried on without Railroad Company(s) protective services personnel on site.
- 3.03 A signal line or communication line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire or cable. An electrical supply line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any

wire of the line.

- 3.04 As excavation approaches pipes, conduits, or other underground structures on or adjacent to MBTA Railroad Property, digging by machinery shall be discontinued and the excavation shall continue by means of hand tools. All existing pipes, poles, wires, fences, property line markers, and other structures, which the MBTA and/or Railroad Company(s) decides must be preserved in place, shall be carefully protected from damage by the Contractor or its Owner. Should such items be damaged, they shall be restored by the Railroad Company(s), at the Owner's or Contractor's sole expense to the original condition prior to construction commencement. If any excavation is taken beyond the work limit indicated on the approved Drawings or prescribed herein, the Owner or its Contractor shall backfill and compact to the satisfaction of the Railroad Company(s) at the Contractors expense.

SECTION 4. BACKFILL

4.01 Backfilling

- A. All backfill material adjacent to any Railroad Company(s) facility shall be approved by the Railroad Company(s). Backfill material shall be free from hard lumps and clods larger than 3 inches in diameter, and free from large rocks or stumps. Uniformly fine material shall be placed next to any pipe liable to dent or break.
- B. All backfill material shall be compacted at or near optimum moisture content, in layers not exceeding 6 inches in compacted thickness by pneumatic tampers, vibrator compactors, or other approved means to the base of the railroad subgrade. Material shall be compacted to not less than 95 percent of AASHTO T 99, Method C. The Contractor will be required to supply to the job site, ballast stone (AREA #4) to be installed by the Railroad Company(s).

4.02 Certification

The Owner or its Contractor shall provide testing, through the use of a testing lab or Professional Engineer, to insure that the in place density of the backfill meets or exceeds the requirements of Section 4.01(B). Written certification of the tests shall be given to the Railroad Company(s) immediately upon completion of the test.

4.03 Alternate

In the case of an open cut crossing of the MBTA Railroad Property, the Owner or its Contractor may backfill with concrete having a three-day compressive strength of 1000 psi to the base of the track subgrade. This

may be used in lieu of providing the certification of proper compaction when using gravel backfill. The Owner or its Contractor will be required to supply to the job site, ballast stone (AREA #4) to be installed by the Railroad Company(s).

SECTION 5. CLEARANCES

- 5.01 Staging falsework or forms shall at all times be maintained with a minimum vertical clearance of 226" above top of the high rail and a minimum horizontal clearance of 15' from the center line of track.

SECTION 6. PROTECTION SERVICES

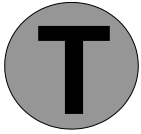
- 6.01 The MBTA shall require railroad inspection and may require railroad flagging. Prior to the start of any work on MBTA Railroad Property, the Owner or its Contractor shall submit a deposit to the amount required by the Railroad Company(s). If Railroad Company(s) expenses are greater than the amount of deposit, the Owner or its Contractor shall reimburse the Railroad Company(s) for the balance when billed, and, if the Railroad Company(s) expenses are less than the amount of deposit, the Railroad Company(s) will refund the balance to the Owner or its Contractor. The Railroad Company(s) reserves the right to request additional deposits as project work progresses.
- 6.02 If the MBTA or Railroad Company(s) determines that flagmen are necessary, the number required shall be on duty at the site during the hours of hazard described under Section 3. No work shall be performed if flagmen are required but are not on duty.
- 6.03 It shall be the responsibility of the Owner or its Contractor to keep the MBTA and Railroad Company(s) informed at all times when the Owner or its Contractor shall be working on, over, under, within or adjacent to MBTA Railroad Property and creating the hazards described under Section 3. Failure of the Owner or its Contractor to give the MBTA and Railroad Company(s) suitable advance notice of hazardous operation shall result in the shutdown of the work by the Railroad Company(s), until such time as sufficient numbers of flagmen are on duty at the site. If this becomes a repeat occurrence, the Contractor will be removed from the project.
- 6.04 The Railroad Company(s) will make its best effort to provide protective services personnel. Should the situation arise where such personnel are not available, Contractor operations must cease. The Railroad Company(s) is not liable for any monetary claims incurred during the absence of protective services personnel.

SECTION 7. INSPECTION

- 7.01 If deemed necessary by the Director of Engineering for MBTA Railroad Operations, the MBTA will furnish and assign an engineer(s) for inspection and the Railroad Company(s) will furnish an appropriate inspector for general inspection purposes or for general protection of MBTA Railroad Property and operations during construction. All protection services will be at the expense of the Owner or its Contractor.

SECTION 8. EXTRA-CONTRACT SERVICES

- 8.01 Temporary and permanent changes of tracks and all railroad utilities made necessary by the work of the Contractor, will be made by the MBTA or Railroad Company(s) at the expense of the Owner or its Contractor.
- 8.02 All other changes made or services furnished by the Railroad Company(s), at the request of the Owner or its Contractor, will be at the Owner's or its Contractor's expense.



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INSURANCE SPECIFICATIONS

The insurance outlined in these Specifications is required of the Owner or Contractor, and shall be provided by or in behalf of all subcontractors performing any portion of the work. The Owner or Contractor shall be responsible for any modifications, deviations or omissions of the required insurance as it applies to subcontractors.

All insurance policies, unless otherwise specified under Railroad Protective Liability Insurance, are to be written either on an occurrence basis or, if a claims-made form, applicable renewals must have a date retroactive to the construction start date and shall be maintained in force for one year following the acceptance of the work by the MBTA or its duly authorized representative.

With the exception of Railroad Protective Liability Insurance, all insurance policies must name the MBTA as an additional insured as its interest appears and waive any rights of subrogation against the MBTA.

Certificates of Insurance evidencing (1) either the claims-made or occurrence form coverage, (2) work description/location, (3) Owner or Contractor's corporate name, and (4) individual, company, government agency or municipality for which the work is being performed, are to be furnished to the MBTA prior to work commencement, and within fifteen (15) days of expiration of the insurance coverage, when applicable.

All policies must contain a minimum thirty (30) day written notice of cancellation clause, and provide that the Insurance Company shall notify the Owner, Contractor, MBTA and Railroad Company(s), via registered mail, of any cancellation, change or expiration of the policy.

Original Insurance Certificate(s) shall be received and approved by the MBTA before the Owner or Contractor will be allowed entry upon MBTA Railroad Property. Certificates, including any required endorsements, shall be furnished to the MBTA, c/o Risk Manager, Office of the Treasurer-Controller, Ten Park Plaza, Room 8450, Boston, MA 02116, and shall provide stated coverage and a provision that Notice of Accident (occurrence) and Notice of Claim shall be given to the Insurance Company as soon as practicable after notice to the insured(s).

Original Insurance Binders reflecting Railroad Protective Insurance shall be received and approved by the MBTA and the appropriate Railroad Company(s) prior to entry upon MBTA Railroad Property. Mailing addresses for transmittal of original Insurance Binders to the named insured Railroad Company(s) are contained on Page Four of these Specifications.

The Owner or Contractor shall indemnify, defend and save harmless the MBTA and the appropriate Railroad Company(s) from and against any and all liabilities, losses (including losses of revenue), claims, costs, damages and expenses (including reasonable attorney's fees and expenses) that may be asserted against or incurred by the MBTA and the Railroad Company(s) arising from or as a result of the Owner or Contractor's work, or its use of adjacent land. Said indemnification shall include claims, whether covered by insurance or not, including, but not limited to

Workers Compensation and similar insurance.

The Owner or Contractor shall maintain, during the life of the contract, from company (s) authorized to do business in the Commonwealth of Massachusetts and satisfactory to the MBTA:

A. COMMERCIAL GENERAL LIABILITY INSURANCE for personal injury, bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering all work performed on over or adjacent to MBTA Railroad Property (the "work"), including:

1. All operations;
2. Contractual liability;
3. Coverage for the so-called "X, C, U" hazards, i.e., collapse of building, blasting, and damage to underground property;
4. Asbestos abatement, when applicable.

B. AUTOMOBILE LIABILITY INSURANCE including the use of all vehicles owned, non-owned, leased and hired, in an amount not less than \$1,000,000 combined single limit covering all the work.

C. WORKER'S COMPENSATION INSURANCE including Employees, Liability Insurance, as provided by Massachusetts General Laws, Chapter 152, as amended, covering all the work.

D. UMBRELLA LIABILITY COVERAGE in an amount not less than \$10,000,000 per occurrence covering all the work.

E. HAZARDOUS MATERIALS INSURANCE if the work involves hazardous materials, the following coverage is required:

1. **Pollution Liability insurance** for sudden and gradual occurrences in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate arising out of the work, including but not limited to all hazardous materials identified in the contract.
2. When applicable, the Owner or Contractor shall designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability Insurance for (a) sudden and accidental occurrences in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate and (b) non-sudden occurrences in an amount not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

3. Certificates of insurance shall clearly state the hazardous materials exposure work being performed.

F. RAILROAD PROTECTIVE LIABILITY INSURANCE is specifically designed for insuring Railroads, and is purchased by the Owner or Contractor in the name of the MBTA and the Railroad Company(s). **The Railroad Company(s) is the named insured on the policy.** Railroad Protective Liability Insurance is required for any work performed within fifty (50) feet from center line of the nearest railroad track; it is not a substitute for any types of insurance outlined in these Specifications. Required limits are:

Bodily injury: not less than \$5,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$6,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one accident;

Property Damage: not less than \$10,000,000 or all damages arising out of injury to or destruction of MBTA property in any one accident, and subject to that limit per accident, a total of \$10,000,000 in the aggregate for all damages arising out of injury to or destruction of MBTA property.

Questions regarding insurance should be directed to MBTA's Risk Manager at (617) 222-3064.

Questions regarding train counts and train speeds should be directed to the appropriate Railroad Company(s) listed on Page Four.

PROOF OF INSURANCE

MAILING ADDRESSES:

MBTA

Risk Manager
c/o Treasurer-Controller
10 Park Plaza
Boston, MA 02116
cc: Massachusetts Realty Group

National Railroad Passenger Corporation (Amtrak)

Boston Division Office
c/o Division Engineer
2 South Station 5th Floor
Boston, MA 02110

CSX Transportation Inc.

500 Water St.
Jacksonville, FL 32202

Bay Colony Railroad Corporation

General Manager
4 Freight House Road
East Wareham, MA 02571

Boston and Maine Corporation
and Springfield Terminal Railway
Co.

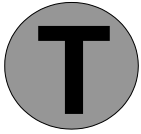
Chief Engineer
402 Amherst Street
Suite 300
Nashua, NH 03063-1287

Providence and Worcester
Railroad Company

P. O. Box 1188
Worcester, MA 01601

Keolis Commuter Services

Chief Engineering Officer
470 Atlantic Ave.
Boston, MA 02110



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IV

PIPELINE OCCUPANCY SPECIFICATIONS

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SECTION 1. GENERAL REQUIREMENTS

1.01 DESCRIPTION OF WORK AND LOCATION

These specifications apply to the design and construction of pipelines carrying flammable and non-flammable substances and to casings over 4-inches in diameter containing wires and cables, under, across or along MBTA Railroad Property, facilities and tracks.

1.02 LICENSE TO ENTER RAILROAD PROPERTY

- A. Entry upon MBTA Railroad Property for the purpose of conducting surveys, field inspections, obtaining soil information, or any other purpose associated with the design and engineering of the proposed occupancy, will be authorized by an MBTA License for Entry (See "Guidelines and Procedures for Construction on MBTA Railroad Property").
- B. Issuance of the License does not constitute authority to proceed with the actual construction.

1.03 WORK ON RAILROAD PROPERTY

- A. The safety and continuity of train operations shall be the first priority. The Applicant shall arrange the work so that the trains will be protected and safeguarded at all times. Whenever the work may affect the safety and movement of trains, the method, sequence and time schedule of performing such work shall be submitted to the Director of Engineering for MBTA Railroad Operations or their authorized representative for approval.
- B. The Applicant waives all claims against the Railroad Company(s) and/or the MBTA for delays or any interference occasioned by railroad traffic or railroad maintenance.
- C. All Applicant-designed temporary construction on MBTA Railroad Property shall be designed in accordance with the appropriate railroad criteria and all construction performed on, over, under, within or adjacent to MBTA Railroad Property will be subject to the inspection and approval of the Railroad Company(s) and/or MBTA.
- D. A minimum of fourteen (14) days advance written notice shall be given to the Railroad Company(s) prior to construction related activities.
- E. The Railroad Company(s) will furnish such qualified flagmen, signalmen or protection men as may be required to insure complete

protection of train operations and railroad facilities. The need for this type of service will be determined by the Railroad Company(s) on the basis of railroad regulations and the Applicant's approved construction schedule. No work shall proceed without proper protection on the site.

- F. All expenses incurred in connection with protection of railroad facilities by Railroad Company(s) employees will be borne by the Applicant. Billings for such service or expense, including labor, materials and equipment will be made directly to the Applicant for payment.
- G. During construction, railroad traffic shall be maintained at all times without interruption, except when approved in advance, in writing, by the Director of Engineering for MBTA Railroad Operations or their authorized representative.
- H. All construction operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of trains, nor damage, destroy, or endanger the integrity of railroad facilities. All work on or near MBTA Railroad Property shall be conducted in accordance with the Railroad safety rules and regulations. The Applicant shall secure and comply with the Railroad safety rules and shall give written acknowledgment to the Railroad Company(s) that they have been received, read, and understood by the Applicant and their employees. Construction operations will be subject to Railroad Company(s) inspection at any and all times.
- I. All cranes, lifts, or other equipment that will be operated in the vicinity of the MBTA's electrification and power transmission facilities shall be electrically grounded as directed by the Railroad Company(s).
- J. At all times when the work is progressing, a field supervisor for the work with no less than twelve (12) months experience in the operation of the equipment being used shall be present. Certification of the above must be submitted to the Railroad Company(s).
- K. Whenever equipment or personnel are working closer than fifteen (15) feet to the closest rail of an adjacent track, that track shall be considered as being obstructed. As best possible, all construction operations shall be conducted no less than this distance. Construction operations closer than fifteen (15) feet to the closest rail of a track shall be conducted only with the permission of, and as directed by, a qualified Railroad Company(s) employee present at the work site.
- L. Crossing of tracks at grade by equipment and personnel is prohibited except by prior arrangement with, and as directed by, the Director of

Engineering for MBTA Railroad Operations or their authorized representative.

- M. All tunneling, jacking and boring operations within railroad influence lines will be done on a 24 hour per day basis to minimize Railroad exposure to construction hazards.

1.04 COORDINATION

The Applicant shall coordinate the work with their Contractors, subcontractors, utility companies, governmental units, and any affected Railroad Company(s) with regard to site access, establishment and use of temporary facilities, work schedules, and other elements of the specified work which require interfacing with others.

1.05 LAYOUT OF WORK

The Applicant shall lay out their work true to lines and grades indicated on the Drawings and shall be responsible for all measurements in connection therewith. The Applicant will be held responsible for the execution of the work to such lines and grades indicated on the approved construction Drawings or such other lines and grades as may be directed or established by the Director of Engineering for MBTA Railroad Operations or their authorized representative.

1.06 INDEMNIFICATION AND INSURANCE

See requirements in "Guidelines and Procedures for Construction on MBTA Railroad Property" and "Insurance Specifications."

1.07 SCIENTIFIC OR HISTORIC ARTIFACTS

The Applicant shall immediately notify the Director of Engineering for MBTA Railroad Operations of the discovery of scientific or historical artifacts and shall protect same until identified and removed by the appropriate Authorities exercising jurisdiction.

1.08 RECORD DOCUMENTS

- A. The Applicant shall furnish the Railroad Company(s) and the MBTA with one reproducible "As Built" copy of each approved Construction Drawing, marked to indicate all changes and deviations from same.
- B. All project record documents shall be received and accepted by the MBTA and the Railroad Company(s) prior to final inspection.

SECTION 2. SUBMITTALS

2.01 APPLICATION FOR OCCUPANCY

The Applicant must agree, upon approval of the construction details by the Director of Engineering for MBTA Railroad Operations, to execute the MBTA Pipeline Occupancy Agreement and pay any required fees and/or rentals outlined therein. Refer to "Guidelines and Procedures for Construction on MBTA Railroad Property" for application policy.

2.02 SUBMISSION OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS

- A. Six (6) sets of Drawings and specifications for proposed pipeline occupations shall be submitted to the AGM for Real Estate and Asset Development and meet the approval of the Railroad Company(s) and the MBTA prior to the start of construction. These plans are to be prepared in sizes as small as possible and are to be folded to an 8-1/2 inch by 11-inch size (folded dimensions) with a 1-1/2 inch margin on the left side and a 1-inch margin on the top.
1. After folding, the title block and other identification of the Drawings shall be visible at the lower right corner, without the necessity of unfolding. Each Drawing shall bear an individually identifying number and an original date, together with subsequent revision dates, clearly identified on the Drawing.
 2. All Drawings are to be individually folded or rolled and where more than one Drawing is involved, they shall be assembled into complete sets before submission to the MBTA.
- B. Drawings shall be to scale and show the following (see attached Plates).
1. Plan view of proposed pipeline in relation to all railroad facilities.
 2. Location of pipe (in feet) from nearest railroad milepost, centerline of a railroad bridge (giving bridge number), or centerline of an existing or former passenger station, or other fixed point. In all cases, the name of the City or Town and County in which the proposed facilities are located must be shown.
 3. Profile of ground on centerline of pipe from field survey showing relationship of pipe and casing to ground level, tracks and other facilities. For longitudinal occupations, the profile of adjacent track(s) must be shown.

4. All MBTA property lines. If pipeline is in a public highway, the limits of the right-of-way for the highway shall be clearly indicated with dimensions from centerline.
 5. The angle of crossings in relation to centerline of tracks.
 6. Location of valves or control stations of the pipeline.
 7. "Pipe Crossing Data Sheet" completed and out on Plan.
- C. The Drawing must be specific (both on MBTA Railroad Property and under tracks that are not on MBTA Railroad Property) as to:
1. Method of installations.
 2. Size and material of casing pipe.
 3. Size and material of carrier pipe.

These items shall not have an alternative.

- D. Once an application is approved by the Director of Engineering for MBTA Railroad Operations or their authorized representative, proposed variances from the approved plans, specifications, method of construction, etc., will be resubmitted for approval.
- E. Location and dimensions of jacking, boring, or tunneling pits shall be shown with details of their sheeting and shoring. If the bottom of the pit excavation nearest the adjacent track intersects a line from a point 5.5 feet horizontally from center line of adjacent track at the plane of the base of fall drawn on a slope of 2 horizontal to 1 vertical, submit design and details of the pit construction to the MBTA for approval complete with computations prepared by a Registered Professional Engineer. In any event, the face of the pit shall be no less than 25 feet from adjacent track, unless otherwise approved by the Director of Engineering for MBTA Railroad Operations or their authorized representative. Pits shall be fenced, lighted, and otherwise protected as directed by the Railroad Company(s).
- F. All Drawings and computations, including those submitted by Contractors, must bear the seal of a Registered Professional Engineer.
- G. Computations for all structures involving the support or protection of railroad track, embankment and facilities must be prepared by and bear the seal of a Registered Professional Engineer and shall be submitted within the construction Drawings.
- H. When computer calculations are included with design calculations, the following documentation shall be furnished:

1. A synopsis of the computer program(s) stating briefly required input, method of solution, approximations used, second order analysis incorporated, specifications or codes used, cases considered, output generated, extent of previous usage of certification of program(s) and program(s) author.
 2. Identification by number, indexing and cross-referencing of all calculation sheets, including supplemental "long-hand" calculation sheets.
 3. Fully identified, dimensioned, and annotated diagram of each member or structure being considered.
 4. Clear identification and printing of all input and output values, including intermediate values if such values are necessary for orderly review.
 5. Identification of the processing unit, input/output devices, storage requirements, etc., if such supplemental information is significant and necessary for evaluation of the submittal.
- I. Specifications shall conform to Construction Specifications Institute (CSI) 16 Division, 3-part Section Format.
- J. If other than American Railway Engineering Association (AREA), American Society for Testing and Materials (ASTM), or American National Standards Institute (ANSI) specifications are referred to for design, materials or workmanship on the Construction Drawings and specifications for the work, then copies of the applicable sections of such other specifications referred to shall accompany the Construction Drawings and specifications for the work.

SECTION 3. TEMPORARY FACILITIES AND CONTROLS

3.01 REQUIREMENTS OF REGULATORY AGENCIES

Applicant shall:

- A. Obtain and pay all costs for required permits for installation and maintenance of temporary facilities and controls.
- B. Comply with all applicable Federal, State and local codes, regulations and ordinances.
- C. Comply with regulations and requirements of all utility or service companies from which temporary utilities or services are obtained, and pay all costs incurred therewith.

3.02 INSTALLATION AND COORDINATION - GENERAL

Applicant shall:

- A. Install all temporary facilities and controls in a neat and orderly manner.
- B. Make all temporary facilities structurally and functionally sound throughout.
- C. Construct temporary facilities and controls to give continuous service and to provide safe working conditions.
 - 1. Enforce conformance with applicable standards
 - 2. Enforce safe practices.
- D. Modify, extend or relocate temporary facilities and controls as work progress requires.
- E. Locate temporary facilities and controls to avoid interference with, or hazards to:
 - 1. Work or movement of railroad personnel or traffic.
 - 2. Vehicular traffic.
 - 3. General Public.
 - 4. Work of other contracts.
 - 5. Railroad Passengers.
- F. Obtain easements as may be required across non-MBTA Railroad Property.
- G. Provide materials for temporary facilities and controls for the purpose intended and shall not violate requirements of applicable codes and shall not create unsafe conditions.

3.03 SANITARY FACILITIES

Prior to the start of work, the Applicant shall furnish necessary toilet conveniences, secluded from public observation. They shall be kept in a clean and sanitary condition and comply with the requirements and regulations of the area in which the work is performed.

3.04 LIGHT AND POWER

Applicant shall make their own arrangements for obtaining temporary light and power as required for the work, and shall maintain such temporary facilities in a proper and safe condition, including compliance with applicable codes.

3.05 TEMPORARY WATER

Applicant shall make their own arrangements for obtaining all temporary water service as required for the work.

3.06 TEMPORARY TRAFFIC CONTROLS

Applicant shall cooperate with the directives of the MBTA and/or Railroad Company(s) regarding vehicular traffic control and provide any temporary controls or devices required to eliminate or minimize congestion or obstruction of vehicular traffic caused by the work, including use of designated routes of ingress and egress from the work area.

3.07 TEMPORARY WORK AND STORAGE AREAS

- A. The areas designated by the MBTA as the temporary parking, work and storage area(s) will be provided to the Applicant in accordance with the terms of the MBTA License Agreement.
- B. All designated temporary parking, work and storage areas used by the Applicant shall be restored to their original condition prior to completion of the work, subject to inspection and approval of the MBTA and the Railroad Company(s).

3.08 POLLUTION ABATEMENT CONTROLS

Applicant shall:

- A. Conduct operations in a manner to minimize pollution of the environment surrounding the area of work by every means possible. Specific controls shall be provided as follows:
 - 1. Vehicles: All vehicles and material transport trucks leaving the site and entering paved public streets shall be cleaned of mud and dirt clinging to the body and wheels of the vehicle. Trucks arriving at or leaving the site with materials shall be loaded in a manner which will prevent dropping of materials or debris on the streets. Spills of materials in public areas shall be removed immediately at no cost to the MBTA or Railroad Company(s).

2. Waste Materials: No waste or erosion materials shall be allowed to enter natural or man-made water or sewage removal systems. Erosion materials from excavations, borrow areas or stockpiled fill shall be contained within the work area. The Applicant shall develop methods for control of waste and erosion which shall include such means as filtration, settlement and manual removal to satisfy the above requirements. Do not dispose of machinery lubricants, fuels, coolants and solvents on the site. If hazardous waste is encountered, the Applicant shall dispose of it in accordance with all federal, state and local codes. Verification of proper disposal must be provided, in writing, to the MBTA and the Railroad Company(s).
 3. Burning: No burning of waste shall be allowed without prior written permission. In cases where permission is granted, burning shall be conducted in accordance with the regulations of the appropriate jurisdictional agency.
 4. Dust Control: The Applicant shall at all times control the generation of dust by their operations. Control of dust is mandatory and shall be accomplished by water sprinkling or by other methods approved by the MBTA or Railroad Company(s).
 5. Noise Control: The Applicant shall take every action possible to minimize the noise caused by their operation. When required by agencies having jurisdiction, noise producing work shall be performed during less sensitive hours of the day or week as directed by the MBTA or Railroad Company(s) or as required by local ordinance.
 6. Environmental: All local and state environmental laws will be strictly adhered to. All applications, permits, licenses, approvals, etc., will be the sole responsibility of the Applicant.
- B. Submit a program for pollution control with applicable licenses and permits for all piping carrying non-potable liquids, gases or other pollutants.

3.09 PROTECTION OF PERSONS AND PROPERTY

A. Safety Requirements

1. The Applicant must adhere to the most stringent provisions of the applicable statutes and regulations of the political subdivision in which the work is being performed. The Applicant must also observe the Department of Labor-

Occupational Safety, Health Administration provision, pertaining to the safe performance of the work, and further, the methods of performing the work must not involve undue danger to the personnel employed thereon, Railroad Company(s) employees, the public, or to public and private property. Should charges of violation of any of the above be issued to the Applicant in the course of the work, a copy of each charge shall immediately be forwarded to the Railroad Company(s). The Applicant shall pay all fines and penalties levied against him.

2. The Applicant shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection. This includes posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

B. Safety of Persons and Property - The Applicant shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work site and all other persons who may be affected.
2. All materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of their subcontractors.
3. Other property at the site or adjacent thereto, including walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction. Any damage to such items shall be restored to original condition by the Applicant at no cost to the MBTA or Railroad Company(s).

C. First Aid

The Applicant shall maintain adequate first aid supplies at the site as prescribed by Federal, State or Local codes and regulations.

D. Use of Explosives

Non blasting methods are preferred. See "Blasting Specifications."

E. Site Security

The Applicant shall:

1. Maintain a secure work site protecting the MBTA and the Railroad Company(s) interests and property from claims arising from trespass, theft and vandalism.
2. Permit access to the work site only to employees, Contractors and those persons having business related to the work.
3. Provide security measures as required to protect Contractor or subcontractor's tools, equipment and property from damage, theft or vandalism.
4. Assume all costs for any MBTA and/or local police details required by the work.

3.10 VERMIN CONTROL

- A. Do not permit food scraps, lunch bags, food wrappers or other items which would attract rats or other vermin to be left lying around the site. Deposit such items in closed, rat-proof metal containers for disposal on a regular basis.
- B. The Applicant must provide vermin control as required by the MBTA or Railroad Company(s).

3.11 RUBBISH AND DEBRIS REMOVAL

- A. Rubbish and debris resulting from the work must be neatly piled in a single location and legally disposed of at least once a week. If rubbish or debris interferes with railroad activities, or creates a fire or safety hazard, it must be removed on a more frequent basis.
- B. Volatile waste such as mineral spirits, oil, or paint thinner shall not be disposed of in storm or sanitary drains, streams or waterways or any location upon the site.

SECTION 4. PIPELINE OCCUPANCY GENERAL CRITERIA

GENERAL:

4.01 METHOD OF INSTALLATION:

- A In a public way:
 1. No work shall be done without a Railroad Company(s) Inspector present.
 2. Open cuts will not be allowed in or immediately adjacent to an at

grade crossing. Sleeves will be installed by the jerking method, unless otherwise approved by the Director of Engineering for MBTA Railroad Operations.

3. Jerking is the preferred method of installation in or immediately adjacent to and at grade crossing. The sleeve may be installed by the open cut method with the Applicant paying for the complete rebuilding of the crossing, pending approval of the Director of Engineering for MBTA Railroad Operations. Approval will be given only under very unusual circumstances.
4. Jacking is the preferred method of installation in or immediately adjacent to and at grade crossing scheduled for rebuilding. The sleeve may be installed by the open cut method within seven (7) calendar days of the scheduled date of the crossing reconstruction. In the case of any open cut, strict adherence shall be made to the backfill specifications which provide the MBTA with written certification from a testing lab or Professional Engineer, that the backfill density requirements of the MBTA specifications have been met or exceeded.

B. Not within a Public Way:

The preferred method of crossing the railroad is by jacking of a pipe sleeve under the railroad. Only upon written request, will an alternate of open cut be given consideration. The engineering decision shall be based upon, but not limited to, the following: (1) track usage, (2) depth of cut, (3) soil conditions, (4) physical restraints. In the event an open cut is allowed, the following items shall be adhered to, and (5) any other circumstances which may necessitate an open cut.

1. The installation is to be a continuous operation and performed according to an MBTA approved schedule.
2. No work shall be done without a Railroad Company(s) Inspector present.
3. MBTA backfill specifications by the Owner or its Contractor.
4. The Owner or its Contractor may be required to provide a non-refundable lump sum payment for "after the fact maintenance." The determination of this amount is based on the individual situation. No work will be allowed until this payment is received. This payment is not to be confused with payments for Drawings and specification review, flagging, inspection, etc. (also required from the Owner or its Contractor before they enter upon MBTA property.)

4.02 GENERAL REQUIREMENTS

- A. Pipelines under or across MBTA tracks on rights-of-way shall be encased in a larger pipe or conduit called the casing pipe as indicated in Plate II.
- B. Casing pipe will be required for all pipelines carrying oil, gas, petroleum products, or other flammable, highly volatile substances which, from their nature or pressure, might cause damage if escaping on or near MBTA Railroad Property.
- C. For non-pressure sewer or drainage crossings where the installation can be made without interference to railroad operations, the casing pipe may be omitted when the pipe strength is capable of withstanding railroad loading. This type of installation must be approved by the Director of Engineering for MBTA Railroad Operations.
- D. The casing pipe shall be laid across the entire width of the right-of-way. Casing pipe shall extend beyond the right-of-way when the right-of-way line on either side of the tracks is less than the minimum length of casing specified in Section 6, Para. 6.01(E).
- E. Pipelines laid longitudinally on railroad right-of-way shall be located in accordance with Plate III. If located within 25 feet of the closest rail of any track or closer than 45 feet to nearest point of any bridge, building or other structure, the carrier pipe shall be encased.
- F. Where practicable, pipelines shall be located to cross the tracks at approximate right angles, but preferably at not less than 45 degrees.
- G. Pipelines shall not be placed within a culvert, under railroad bridges, or closer than 45 feet to any portion of a railroad bridge, building, or other structure, except in special cases, and then by special design, as approved by the Director of Engineering for MBTA Railroad Operations.
- H. Pipelines carrying liquefied petroleum gas shall, where practicable, cross the railroad where tracks are carried on embankment.
- I. Any replacement or modification of an existing carrier pipe and/or casing shall be considered a new installation, subject to the requirements of these Specifications.
- J. Where laws or orders of public authority prescribe a higher degree of protection than specified herein, the higher degree so prescribed shall be deemed a part of these Specifications.

- K. Pipelines and casings shall be suitably insulated from underground conduits carrying electric wires on MBTA Railroad Property.

4.03 INSPECTION AND TESTING

For pipelines carrying flammable or hazardous materials, ANSI Codes B 31.8 and B 31.4, current at time of constructing the pipeline, shall govern the inspection and testing of the facility on MBTA Railroad Property, except that proof-testing of strength of carrier pipe shall be in accordance with the requirements of ANSI Code B 31.4, as applicable, for all pipelines carrying all liquefied petroleum gas, natural or manufactured gas, and other flammable substances.

4.04 CATHODIC PROTECTION

- A. Cathodic protection shall be applied to all pipelines and casings carrying flammable substances.
- B. Where casing and/or carrier pipe is cathodically protected by other than anodes, the Director of Engineering for MBTA Railroad Operations shall be notified and suitable testing shall be made. This testing shall be witnessed by the Railroad Company(s) to insure that other railroad structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of Reports of Correlating Committee on Cathodic Protection, current issue by the National Association of Corrosion Engineers.

4.05 SOIL INVESTIGATIONS

- A. Soil borings (or other soil investigations approved by the Railroad Company(s)) will be performed to determine the nature of the underlying material for all pipe crossings under tracks. See Test Boring Specifications.
- B. Borings shall be made on each side of the tracks, on the centerline of the pipe crossing, and as close to the tracks as practicable.
- C. Soil borings shall be in accordance with the current issue of the American Railway Engineering Association Specifications, Chapter 1, Part 1, "Specifications for Test Borings". Soils shall be investigated by the split-spoon and/or thin-walled tube method and rock shall be investigated by the Boring method specified therein.
- D. Soil boring logs shall clearly indicate all of the following:
 - 1. Boring number as shown on boring location Drawing.

2. Elevation of ground at boring, using same datum as the pipeline Construction Drawings.
 3. Description or soil classification of soils and rock encountered.
 4. Elevations or depth from surface for each change in strata.
 5. Identification of where samples were taken and percentage of recovery.
 6. Location of ground water at time of sampling and, if available, subsequent readings.
 7. Natural dry density in lbs./sq.ft. for all strata.
 8. Unconfined compressive strength in tons/sq.ft., for all strata.
 9. Water content (percent). Liquid limit (percent) and plastic limit (percent).
 10. Standard penetration in blows/ft.
- E. The location of the carrier pipe and casing shall be superimposed on the boring logs before submission to the Director of Engineering for MBTA Railroad Operations.
- F. Soil investigation by auger, wash, or rotary drilling method is not acceptable.
- G. Soil boring logs shall be accompanied by a Drawing drawn to scale showing location of borings in relation to the tracks and the proposed pipe location, the elevation of around surface at each boring, and the elevation of the base of rail of the tracks.

4.06 GROUND STABILIZATION

Soil stabilization shall take place prior to the start of jacking. Stabilization shall be achieved by dewatering, grouting or a combination of both to maintain the stability of the face of the heading.

- A. The Owner or its Contractor shall lower and maintain the ground water level a minimum of two (2) feet below the invert at all times during construction by well points, vacuum well points, or deep wells to prevent inflow of water and/or soil into the heading. Ground water observation wells shall be installed in the area to be dewatered to demonstrate that the dewatering requirements are being complied with.
- B. The grouting Contractor shall be a specialist in the field with a minimum

of five (5) continuous years of successfully grouting soils. All granular soils (silty sands, sand or sand and gravel) shall be stabilized by injection of a cement or chemical grout from the ground surface or from the pipe heading. The stabilization shall extend as far as necessary outside the periphery of the casing pipe in order to maintain a stable face at the heading.

- C. Railroad Company(s) forces will survey the crossing prior to, during and after construction. If it is necessary to align or surface the tracks as a result of construction, the Railroad Company(s) will perform the work at the expense of the Owner or the Owner's Contractor.

4.07 SUPPORT OF TRACKS

- A. When jacking, boring, or tunneling, temporary track support structures shall be installed. The track support structures shall be provided by the Applicant and installed by the Railroad Company(s) at the Applicant's expense. The Contractors proposed type of temporary track support structures shall be subject to the approval of the Railroad Company(s)
- B. All work involving rail, signals, ties and other track material will be performed by the Railroad Company(s) at the Applicant's expense.
- C. The Applicant shall deliver the track support structures to a site approved by the Railroad Company(s). Provisions for unloading shall be provided by the Applicant at no expense to the Railroad Company(s) and the Applicant shall provide the necessary labor to handle the material for pre-installation inventory.

4.08 GEOTECHNICAL MONITORING

THE FOLLOWING SPECIFICATIONS ARE REQUIRED FOR ALL PIPE JACKING OPERATIONS.

- A. Jacking shall be performed on a continuous basis, 24 hours per day, and 7 days per week.
- B. The monitoring points shall be set up one week before the jacking operation begins. The MBTA and Railroad Company(s) shall be notified. Elevation readings shall begin two days prior to the start of jacking and continue for a minimum of two weeks after the completion of the jacking operation. Initial readings immediately after any surfacing operations shall serve as new baseline figures. All future elevation readings shall be compared to the adjusted baseline. If the

track deviates to a condition not acceptable to the MBTA or Railroad Company(s), corrections shall be made at the proponent's expense.

- C. Elevation readings shall be taken from the top rail of each track.
- D. Elevation readings shall be taken every four hours or two times per shift, i.e., six times per day. The readings shall be faxed to the MBTA and Railroad Company(s) on a daily basis and all information is to be presented in legible print. Additional readings may be required by the MBTA or Railroad Company(s).
- E. Stations shall be spaced at 15-1/2 foot intervals. The number of stations required shall be determined by the depth of the pipe. There shall be a minimum of two stations on either side of the centerline jacking. Additional stations may be required at the discretion of the MBTA or Railroad Company(s),
- F. Elevation readings must show the date, time, weather conditions and temperature. Each reading must also provide the following information: track number, compass direction, station number, base elevation (with date), static elevation, change in elevation (recorded in hundredths and in inches), dynamic reading and total deflection in inches. See sample sheet attached.
- G. Station "0" shall be located at the centerline of the pipe jacking with Stations 1 and being to the right and Stations -1 and -2 being to the left when standing in the gauge of the near track and looking at the receiving pit. In multiple track areas the stations as determined herein are to be carried across each track perpendicular to the near track.
- H. Elevation readings taken from the top of the rail for static measurement and the dynamic readings shall be combined and the sum compared to the adjusted baseline. This reading will demonstrate the difference in elevation caused by the jacking operation.
- I. The MBTA requires that the truck be maintained at all times within established criteria for the specific track classification. At the completion of the project the requirement for tamping and realigning the tracks, caused by the settlement from the construction activity, remains with the Contractor for the duration as specified by the MBTA in their initial review of the work plans. This tamping and track realignment will be performed by the MBTA or Railroad Company(s) at the sole expense of the Contractor.

4.09 PIPELINES ON BRIDGES

- A. Pipelines carrying flammable or non-flammable substances which by their nature might cause damage if escaping on or near railroad facilities or personnel shall not be installed on bridges over railroad tracks or bridges carting railroad tracks.
- B. The Director of Engineering for MBTA Railroad Operations may approve such an installation when it is demonstrated that no practicable alternative is available.
- C. When allowed by the Director of Engineering for MBTA Railroad Operations, pipelines on bridges shall be located in a way to minimize the possibility of damage from vehicles, railroad equipment, vandalism and other external causes. Pipelines on bridges may be installed in a utility bay that is constructed between the girders of the bridge. The utility bay shall be protected from the environment by a removable shield bolted to the girders. This will allow utility companies to comply with the Code of Federal Regulations for Periodic Inspection.
- D. In the event of pipe relocation due to the reconstruction of a bridge, the installation of the new pipe must comply with the requirements in these Specifications.

4.10 BONDING AND GROUNDING OF PIPELINES IN ELECTRIFIED TERRITORY

- A. Carrier pipe shall be enclosed in a metal casing that is isolated from carrier pipe by approved insulators having a dielectric value of not less than 25 kV that provide an air gap between carrier pipe and casing of not less than 2 inches.
- B. Carrier pipe supporting hangers, mountings or cradles shall provide an insulation value of not less than 25 kV and an air gap of not less than 2 inches between casing and any portion of mounting assembly.
- C. Any grounding or isolation methods used must have a minimum dielectric of 25,000 volts.

4.11 ABANDONED PIPELINES OR FACILITIES

- A. For all pipeline occupations on the railroad right-of-way, the owner of the pipeline shall notify the MBTA, in writing, of the intention to abandon the pipeline. Upon abandonment the carrier pipe shall be removed and the casing shall be filled with cement grout, compacted sand or other material approved by the Director of Engineering for

MBTA Railroad Operations. If it is impractical to remove the carrier pipe, then the carrier must be filled along with the annular space between the casing and carrier.

- B. Facilities other than pipelines shall be removed or altered at abandonment to the satisfaction of the Director of Engineering for MBTA Railroad Operations.

4.12 DRAINAGE

- A. Occupancies shall be designed, and constructed, so that adequate and uninterrupted drainage of railroad right-of-way is maintained. If it becomes necessary to block a ditch, pipe or other drainage facility, the applicant shall install temporary pipes, ditches or other drainage facilities as required to maintain adequate drainage, as approved by the MBTA or Railroad Company(s). Upon completion of the work, the temporary drainage facilities shall be removed and the permanent facilities restored.
- B. Water may not be pumped or disposed of onto railroad rights-of-way unless discharged into an existing drainage facility, providing discharge does not cause erosion or leave sediment.
- C. When water runoff is disposed of onto MBTA Railroad Property, it must be demonstrated to the Railroad Company(s) that the existing drainage facility can accommodate the increased runoff. Drainage calculations stamped by a Registered Professional Engineer must accompany all requests to use railroad culverts or drainage ditches.
- D. If in the estimation of the Director of Engineering for MBTA Railroad Operations or their authorized representative, the railroad culvert or drainage ditch has to be cleaned in order to allow the increased flow to safely pass through the culvert, it must be cleaned at the expense of the applicant.

SECTION 5. CARRIER PIPE

GENERAL:

5.01 DESIGN CRITERIA

- A. If the maximum allowable stress in the carrier pipe on either side of the occupancy of MBTA Railroad Property is less than specified herein, the carrier pipe on MBTA Railroad Property shall be designed at the same stress as the adjacent carrier pipe.

- B. Requirements for carrier pipe under railroad tracks shall apply for a minimum distance equal to that of the casing pipe.
- C. Carrier pipes within a casing shall be designed for railroad live loads as if they were not encased.
- D. All pipes, ditches and other structures carrying surface drainage on MBTA Railroad Property and/or crossing under railroad tracks shall be designed to carry the run-off from a one hundred (100) year storm. Computations indicating this design and suitable topographic plans, prepared by a Registered Professional Engineer, shall be submitted to the Director of Engineering for MBTA Railroad Operations, or their authorized representative, for approval. If the drainage is to discharge into an existing drainage channel on railroad right-of-way and/or under railroad tracks, the computations should include the hydraulic analysis of any existing structures. Submitted with the computations should be formal approval of the proposed design by the appropriate governmental agency.

PRODUCTS:

5.02 GENERAL

- A. All pipes shall be designed for the external and internal loads to which they will be subjected. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad live loading shall be Cooper's E-80 with 50% added for impact. On railroad right-of-way or where railroad loading will be experienced, the following shall be the minimum requirements for carrier pipes:
 - 1. Reinforced concrete pipe - ASTM Spec. C-76, Class V, Wall C.
 - 2. Ductile Iron Pipe - For Culverts and Gravity Sewers - ASTM Spec, A-142 Extra Heavy.

5.03 OIL AND GAS PIPES

- A. Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current ANSI B 31.4, with Addenda, "Liquefied Petroleum Transportation Piping Systems," ANSI B 31.8, "Gas Transmission and Distribution Piping Systems," and other applicable ANSI codes, except that the minimum allowable stresses for the design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by the longitudinal joint factor) of the pipe as defined in the ANSI Codes:

1. Steel pipe within a casing under, across and longitudinally on MBTA Railroad Property. (The following percentages apply to hoop stress):
 - a. Seventy-two percent for installation on oil pipelines.
 - b. Fifty percent for pipelines carrying liquefied petroleum gas and other flammable Liquids with low flash point.
 - c. Sixty percent for installations on gas pipelines.
 2. Steel pipe without a casing laid longitudinally on MBTA Railroad Property. (The following percentages apply to hoop stress):
 - a. Sixty percent for installations on oil pipelines.
 - b. Forty percent for pipelines carrying liquefied petroleum gas and other flammable Liquids with low flash point.
 - c. Forty percent for installations on gas pipelines.
- B. Design computations showing compliance with the requirements of Paragraph 5.03(A) above, and prepared by a Registered Professional Engineer, shall accompany the application for occupancy.
- 5.04 CAST IRON PIPE: For water and other materials under pressure shall conform to the current ANSI specifications A-21 Series 21/45 Iron strength with plain end, compression type or mechanical joints. The strength to sustain external railroad and other loadings shall be computed in accordance with the current ANSI A-21.1 "Thickness Design of Cast Iron Pipe."
- 5.05 VITRIFIED CLAY PIPE: ASTM Spec C-700, Extra Strength.
- 5.06 CORRUGATED METAL PIPE: AREA Spec Chapter I, Part 4
- 5.07 ASBESTOS CEMENT PIPE (Non-pressure): ASTM Spec. C-428, C1. 5000 Min. Pressure: AWWA Spec. C400, C1. 150 Min.
- 5.08 OTHER: Other miscellaneous piping not specified above shall be submitted to approval by the Director of Engineering for MBTA Railroad Operations.
- 5.09 SHUT-OFF VALVE
- A. Provide accessible emergency shut-off valves at each side of the railroad within distances and at locations as directed by the Chief Engineering Officer.

- B. Where pipelines are provided with automatic control stations and within distances approved by the Director of Engineering for MBTA Railroad Operations, no additional valves will be required.

5.10 SIGNS

- A. Prominently identify all pipelines at rights-of-way by durable, weatherproof signs located over the centerline of the pipe. Mark pipelines at under crossings on both sides of track. Signs shall display the following:
 - 1. Name and address of pipeline Owner.
 - 2. Contents of Pipe.
 - 3. Pressure in Pipe.
 - 4. Depth below grade at point of sign.
 - 5. Emergency telephone in event of pipe rupture.
 - 6. Railroad File Number.
- B. For pipelines running longitudinally on MBTA Railroad Property, place signs over the pipe (or offset and appropriately mark) at all changes in direction the pipeline. Locate signs so that when standing at one sign, the next adjacent marker in either direction is visible. In no event shall pipeline identification signs be placed more than 500 feet apart, unless otherwise directed by the Director of Engineering for MBTA Railroad Operations.
- C. Submit details of signs (materials, size, methods of support, etc.) to the Director of Engineering for MBTA Railroad Operations for approval.

EXECUTION:

5.11 INSTALLATION:

- A. Install carrier pipes in accordance with approved Construction Drawings, requirements of this specification, and all applicable codes and ordinances.
- B. Install carrier pipes with sufficient slack so they are not in tension.

SECTION 6. CASING PIPE

GENERAL:

6.01 DESIGN CRITERIA

- A. Casing pipe and joints shall be of metal and of leak-proof construction.
- B. Casing pipe shall be designed for the earth and/or other pressures present, and for railroad live load. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad Live load shall be Cooper E-80 with 50g added for impact.
- C. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing or the roadbed. For carrier pipe less than six (6) inches in diameter, the inside diameter of the casing pipe shall be at least two (2) inches greater than the largest outside diameter of the carrier pipe joints or couplings. For carrier pipe six (6) inches and over in diameter, the inside diameter of the carrier pipe shall be at least four (4) inches greater than the largest outside diameter of the carrier pipe joints or couplings.
- D. For flexible casing pipe, a minimum vertical deflection of 3 percent of its diameter, plus 1/2 inch, shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of the flexible casing pipe shall be at least two (2) inches greater than the outside diameter of the carrier pipe for pipe less than eight (8) inches in diameter; at least 3-1/4 inches greater for pipe 8 to 16 inches in diameter, and at least 4-1/2 inches greater for pipe 18 inches and over in diameter. In no event shall the casing pipe diameter be greater than is necessary to permit the insertion of the carrier pipe.
- E. Casing pipe under railroad tracks and across MBTA Railroad Property shall extend the greater of the following distances, measured at right angles to centerline of track:
 - 1. Across the entire width of MBTA Railroad Property.
 - 2. Two (2) feet beyond ditch line.
 - 3. Three (3) feet beyond toe of slope.
 - 4. A minimum distance of 25 feet each side from centerline of outside track when casing is sealed at both ends.
 - 5. A minimum distance of 45 feet from centerline of outside track when casing is open at both ends.

F. If additional tracks are constructed in the future, the casing shall be extended at the expense of the Applicant.

G. Table of Live Loads

LIVE LOADS, INCLUDING IMPACT, FOR VARIOUS HEIGHTS OF COVER
FOR COOPER E- 80

COVER (FT)	LOAD (PSF)	COVER (FT)	LOAD (PSF)	COVER (FT)	LOAD (PSF)
2	3800	10	1100	20	300
5	2400	12	800	30	100
8	1600	15	600		

6.02 PROTECTION AT ENDS OF CASING

- A. Casings for carriers of flammable substances shall be sealed to the outside of the carrier pipe. Details of seals shall be shown on the Drawings.
- B. Casings for carriers of non-flammable substances shall have both ends of the casing blocked in such a way as to prevent the entrance of foreign material, but allowing leakage to pass in the event of a carrier break.
- C. Where ends of casing are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from railroad tracks and structures.

6.03 VENTS

- A. Sealed casings for flammable substances shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than two (2) inches in diameter, and shall be attached near each end of the casing and project through the ground surface at right-of-way lines or not less than 45 feet (measured at right angles from centerline of nearest track).
- B. Vent pipes shall extend at least four (4) feet above the ground surface. Top of vent pipe shall have a down-turned elbow, properly screened, or a relief valve. Vents in locations subject to high water shall be extended above the maximum elevation of high water and shall be supported and protected in a manner approved by the Director of Engineering for MBTA Railroad Operations.
- C. Vent pipes shall be at least four (4) feet from the closest aerial electric

wires.

- D. When the pipeline is in a public highway, street-type vents shall be installed.

PRODUCTS:

6.04 STEEL PIPE

The minimum yield strength for steel pipe shall be 35,000psi. Smooth wall pipes with a nominal diameter greater than 70 inches require special approval by the Director of Engineering for MBTA Railroad Operations. See Plate V, "Table of Minimal Wall Thickness for Steel Casing Pipe."

6.05 CAST IRON PIPE

May be used for a casing, provided the method of installation is by open trench. Cast iron pipe shall conform to ASTM Specification A-142, Extra Heavy. The pipe shall be of the mechanical joint type or plain end type with compression type couplings.

6.06 CORRUGATED METAL PIPE AND CORRUGATED STRUCTURAL PLATE PIPE

May be used for casing only when emplaced by the open-cut method. Jacking or boring through railroad embankment is not permitted. Pipe shall be bituminous coated and shall conform to AREA Specifications Chapter 1, Part 4.

6.07 REINFORCED CONCRETE PIPE

Shall conform to ASTM Specification C 76, Class V, Wall C. It shall be used only in the open cut and jacking methods of installation. If concrete pipe is to be jacked into place, grout holes tapped for at least 1-1/2 inch pipe spaced at approximately 8 feet around the circumference and approximately 4 feet longitudinally shall be cast into the pipe at manufacture. Immediately upon completion of jacking operations, the installation shall be pressure grouted.

6.08 TUNNEL LINER PLATES

Shall be four flange and otherwise conform to American Railway Engineering Association Specifications Chapter 1, Part 4. In no event shall the liner plate thickness be less than 0.1046 inches. Tunnel liner plates are to be used only to maintain a tunneled opening until the carrier pipe is installed. After installation the annular space between the carrier and liner must be filled

with 1:6 cement grout or lined with 6 inches of concrete, reinforced with 6x6-6/6 wire mesh for tunnels up to 108 inches in diameter. Required thickness of lining for larger tunnels shall be determined by span and structural analysis. Manufacturer's Shop Detail Drawings and manufactures computations showing the ability of the tunnel liner plates to resist the jacking stresses shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval.

EXECUTION:

6.09 DEPTH OF INSTALLATION:

- A. Casing pipe under railroad tracks and across MBTA Railroad Property shall be at least 6-1/2 feet from top of rail to top of casing at its closest point. Under secondary or industrial tracks this distance shall be at least 5-1/2 feet. On other portions of MBTA Railroad Property where casing is not directly beneath any track, the depth from ground surface or from bottom of ditches to top of casing shall be at least four (4) feet, unless otherwise specified herein.
- B. Pipelines laid longitudinally on MBTA Railroad Property 50 feet or less from centerline of track shall be buried not less than five (5) feet from ground surface to top of pipe. This applies to all pipelines carrying oil, gas, petroleum products, or other flammable or highly volatile substances under pressure, and all non-flammable substances which by their nature or presence in the judgment of the Director of Engineering for MBTA Railroad Operations may be hazardous to life or property. For pipelines carrying water, sewage and non-flammable substances, the distance from surface of ground to top of pipe shall not be less than four (4) feet.
- C. Pipelines located within the line of track live load influence (as shown on Plates II and III) are subject to railroad loading and require a casing or are to be of special design approved by the Director of Engineering for MBTA Railroad Operations. All longitudinal occupation locations must be approved by the Chief Engineering Officer.
- D. The minimum cover shall be at least three (3) feet when pipeline is laid more than 50 feet from center line of track.
- E. Pipelines installed under or adjacent to any overhead structure must be a minimum of 29 feet from the bottom of the structure to the top of the casing. Such installations must comply with the above requirements.

6.10 METHOD OF INSTALLATION

- A. The Owner or its Contractor shall submit to the Director of Engineering for MBTA Railroad Operations, data and information demonstrating that the Contractor or their subcontractors have had successful previous experience in jacking, or using the proposed method of installation, in similar situations.
- B. Before any work is begun within the limits of jacking, the Owner or its Contractor shall have assembled all tools, materials, and equipment which will be required. When the Owner or its Contractor has started the jacking operation, they shall proceed in a continuous operation without stopping. This will minimize the tendency of the material to freeze around the pipe.
- C. A jacking shield shall be used and jacked ahead of the casing pipe. The excavation within the jacking pipe should not advance beyond the head of the pipe shield. If the stability at the face needs to be maintained from raveling or running soil, suitable temporary bulkheads, struts, and bracing shall be required. After completion of the sleeve installation the annular space around it shall be completely grouted with cement grout under pressure.
- D. Casing pipe ends shall be beveled with a single V-groove toe field welding. Pipe joints shall be butt welded and shall be a full penetration on the outside circumference of the pipe. The single V-groove butt weld shall conform to the latest A.W.S. Welding Code. All joints of the casing pipe shall be butt welded, by a certified welder, prior to being subject to the jacking operation.

Alternate method: The casing pipe may be jacked without being butt welded through the use of a continuous 1/2"x12" interior collar plate. The collar plate shall be welded completely upon completion of the jacking operation. All welding shall conform to the latest A.W.S. Welding Code, and shall be performed by a certified welder.

6.11 CONSTRUCTION:

- A. The casing pipe shall be constructed so as to prevent leakage of any substance from the casing throughout its length, except where the ends are left open, or through vent pipes when the ends are sealed. The casing shall be installed so as to prevent the formation of a waterway under the railroad, shall have an even bearing throughout its length, and shall slope to one end (except for longitudinal occupancy).
- B. Casing pipes shall be installed by the following methods:

1. Jacking

- a. This method shall be in accordance with the most current edition of the American Railway Engineering Association Specifications, "Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand mining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.
- b. Bracing and backstops shall be designed and jacks of sufficient rating used so that the jacking will be continuous.

2. Drilling

This method employs the use of an oil field type rock roller bit or a plate bit made up of individual roger cutter units which are welded to the pipe casing being installed and which are turned as it is advanced. The pipe is turned for its entire length from the drilling machine to the ground being drilled. A high density slurry is injected through a small supply line to the head which acts as a cutter lubricant. This slurry is injected at the rear of the cutter units to prevent any jetting action ahead of the pipe. The drilling machine runs on a set of steel rails and is advanced (thus advancing the pipe) by a set of hydraulic jacks. The method is the same whether earth or rock is being drilled. Any other drilling methods shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval.

3. Tunneling

- a. Tunneling operations shall be conducted as approved by the Railroad Company(s). Care shall be exercised in trimming the surface of the excavated section in order that the steel liner plates fit snugly against the undisturbed material. Excavation shall not be advanced ahead of the previously installed liner plates any more than is necessary for the installation of the succeeding liner plate. The vertical face of the excavation shall be supported as necessary to prevent sloughing. At any interruption of the tunneling operation, the heading shall be completely bulkheaded. Tunneling shall be conducted continuously, on a 24 hour basis until the tunnel liners extend at least one foot beyond the railroad line of influence.
- b. When tunneling, tight breasting must be maintained around the entire face. On any shutdowns (under or beyond railroad influence line, see Plate II), the entire

face shall be fully breasted and packed with hay.

- c. The tail void shall be filled with pea stone (or other approved material) simultaneously with each advancement of the shield.
- d. An ample supply of hay and/or sandbags must be kept at the site to fill any voids caused by the removal of large stones or other obstructions extending outside the shield.
- e. A uniform mixture of 1:6 cement grout shall be placed under pressure behind the liner plates, in addition to the previously placed pea stone. Grout holes, tapped for at least 1-1/2 inch pipe and spaced 3 feet around the tunnel liner, shall be placed in every other ring. Grouting shall start at the lowest dole and proceed upwards. A threaded plug shall be installed in each grout hole as the grouting is completed at that hole.
- f. Grouting shall be kept as close to the heading as possible, using grout stops behind the liner plates. If necessary, grouting shall proceed as directed by the Railroad Company(s), but in no event shall more than six lineal feet of tunnel be progressed beyond the grouting.

4. Tunneling Shields

- a. All pipes 70 inches and larger in diameter shall be emplaced with the use of a tunneling shield, unless otherwise approved by the Director of Engineering for MBTA Railroad Operations. Pipes of smaller diameter may also require a shield when, at the sole discretion of the Director of Engineering for MBTA Railroad Operations, soil, or other conditions indicate its need.
- b. The shield shall be of steel construction, designed to support railroad track loading as specified in Paragraph 6.01 B herein, in addition to other loadings it must sustain. The advancing face shall be provided with a hood, extending no less than 20 inches beyond the face and extending around no less than the upper 240 degrees of the total circumference. Installations made with liner plates shall be provided with a full 360 degree shield. It shall be of sufficient length to permit the installation of at least one complete ring of liner plates within the shield before it is advanced for the installation of the next ring of liner plates, It shall conform to and not exceed the outside dimensions of the pipe being emplaced by more than one inch at any point in the periphery.

- c. The shield must be adequately braced and provided with necessary appurtenances for completely bulkheading the face with horizontal breastboards, and arrange so that the excavation can be benched as may be necessary. Excavation shall not be advanced beyond the edge of the hood, unless otherwise approved by the Railroad Company(s).
- d. Manufacturer's Shop Detail Drawings and computations showing the ability of the tunnel liner plates to resist the jacking stresses shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval.
- e. For jacking reinforced concrete pipe, the shield shall be fabricated as a special section of reinforced concrete pipe with the steel cutting edge, hood, breasting attachments, etc., cast into the pipe. The wall thickness and reinforcing shall be designed for the jacking stresses.
- f. Grout holes tapped for no less than 1-1/2 inch pipe, spaced at approximately 3 foot centers around the circumference of the shield (or the aforementioned special reinforced concrete section) and no more than 4 foot centers longitudinally shall be provided.
- g. Detail Drawings sufficient to determine the adequacy of the shield, accompanied with design calculations prepared by a Registered Professional Engineer, shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval and no work shall proceed until such approval is obtained.

5. Boring

- a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers, or similar devices, are used for pipe emplacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
- b. Drawings and descriptions of the auger stop arrangement to be used shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval,

and no work shall proceed until such approval is obtained and the arrangement is inspected in the field by the Railroad Company(s).

- c. The use of water or other Liquids to facilitate casing emplacement and/or spoil removal is prohibited.
 - d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8 inches in diameter which does not have the above approved arrangement WILL NOT BE PERMITTED. For pipes 8 inches and less in diameter, augering or boring without this arrangement may be considered for use only as approved by the Director of Engineering for MBTA Railroad Operations.
- C. If an obstruction is encountered during the installation which stops the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations shall cease and the pipe shall be abandoned in place and filled completely with grout, in accordance with Section 4, Paragraph 4.10.
- D. Bored or jacked installations shall have a bored hole essentially the same as the outside diameter of the pipe plus the thickness of the protective coating. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than 1 inch, grouting or other methods approved by the Railroad Company(s) shall be employed to fill such voids.
- E. Pressure grouting or freezing of the soils before or during jacking, boring, or tunneling may be required at the direction of the Railroad Company(s) to stabilize the soils, control water, prevent loss of material and prevent settlement or displacement of the embankment and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization.
- F. The materials to be used and the method of injection shall be prepared by a Registered Professional Engineer (Geotechnical), or by an experienced and qualified company specializing in this work and submitted for approval to the Railroad Company(s) before the start of work. Proof of experience and competency shall accompany the submission.
- G. When water is expected to be encountered, pumps of sufficient capacity shall be provided and maintained at the site, and continually attended on a 24-hour basis, until in the sole judgment of the Railroad Company(s), their operation can be safely halted.

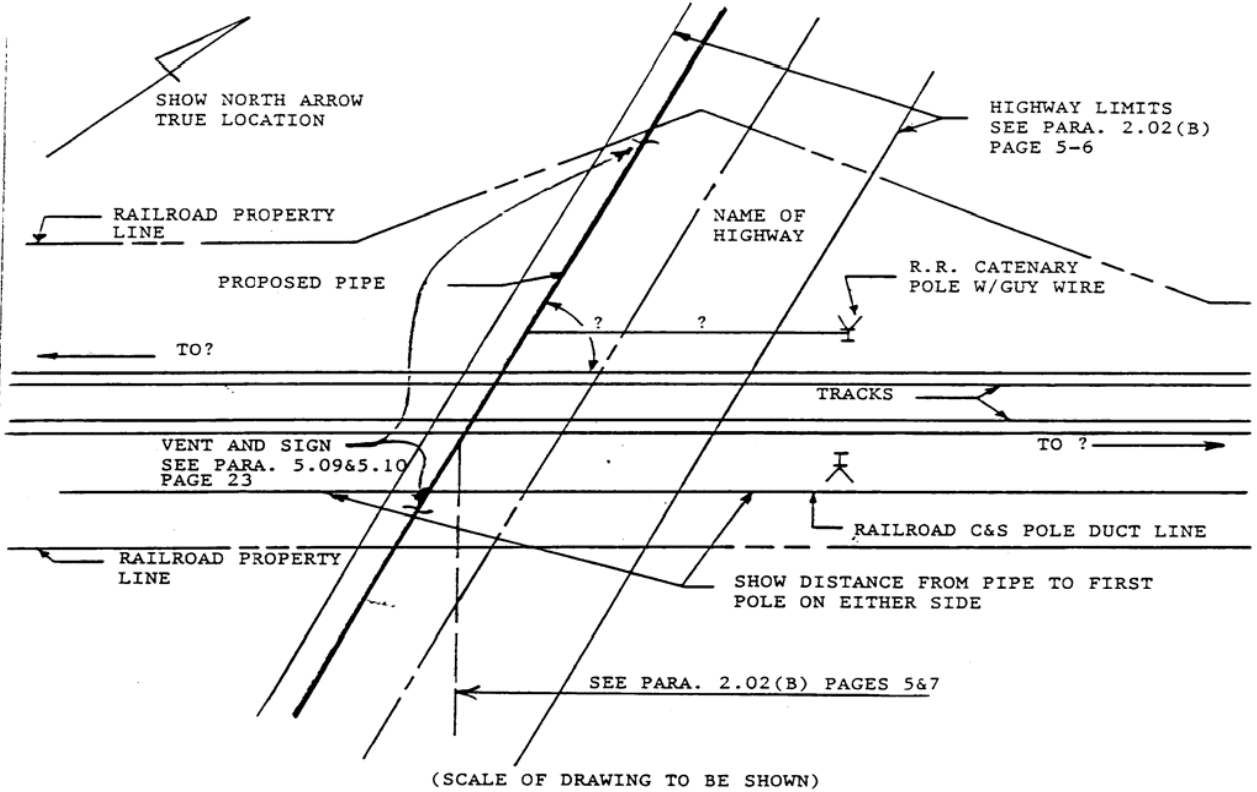
When dewatering, close observation shall be maintained to detect any settlement or displacement of railroad embankment, tracks, and facilities.

- H. Proposed methods of dewatering must be submitted to the Railroad Company(s) for approval prior to implementation. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. If in the opinion of the Railroad Company(s), there is an excessive loss of fine soil particles at any time during the dewatering process, the dewatering shall be halted immediately. The dewatering operation cannot resume until the unsatisfactory condition is remedied to the satisfaction of the Railroad Company(s).

PLATE I

PIPE CROSSING

INFORMATION TO BE SHOWN ON PLAN SECTION OF DRAWING



NOTE:

IF MANHOLES ARE PLACED ON MBTA RAILROAD PROPERTY, DETAILS OF SAME, WITH CLEARANCES TO THE CENTERLINE OF THE NEAREST TRACK ARE TO BE SHOWN ON THE DRAWINGS.

IF THE PROPOSED PIPE IS TO SERVE A NEW DEVELOPMENT, A MAP SHOWING THE AREA IN RELATION TO ESTABLISHED AREAS AND ROADS IS TO BE SENT WITH THE REQUEST.

THE PROPOSED PIPE IS NOT WHOLLY WITHIN HIGHWAY LIMITS, THE SAME INFORMATION IS REQUIRED AS SHOWN ON THIS PLATE.

PLATE II

PIPE CROSSING

INFORMATION TO BE SHOWN ON PROFILE SECTION OF DRAWING

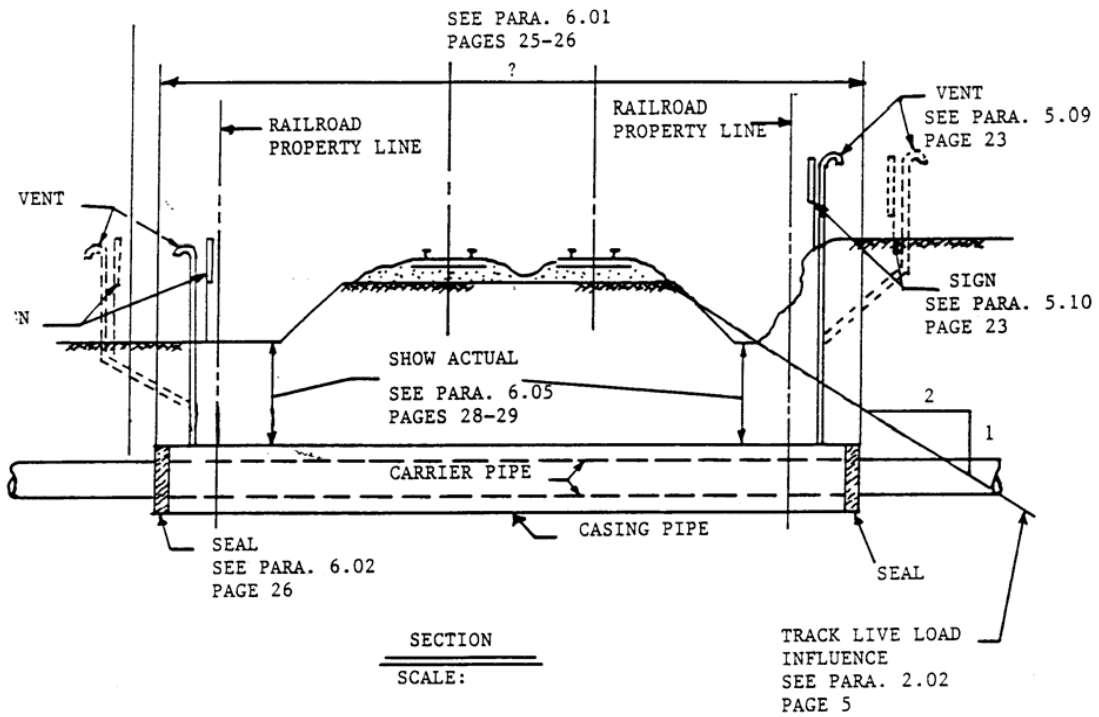
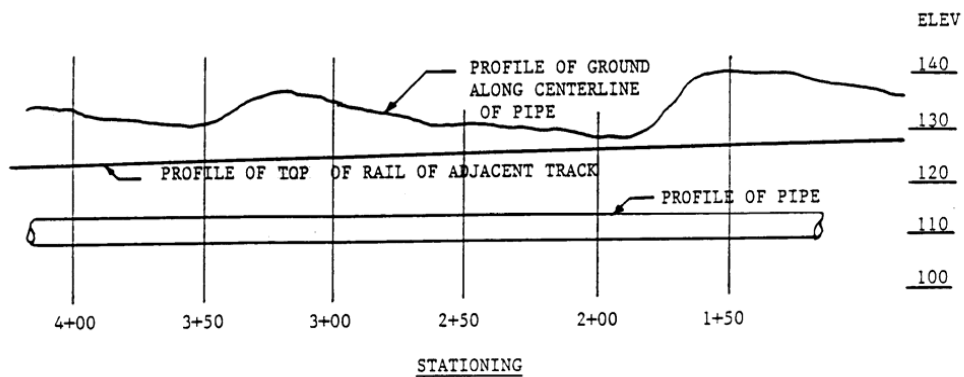
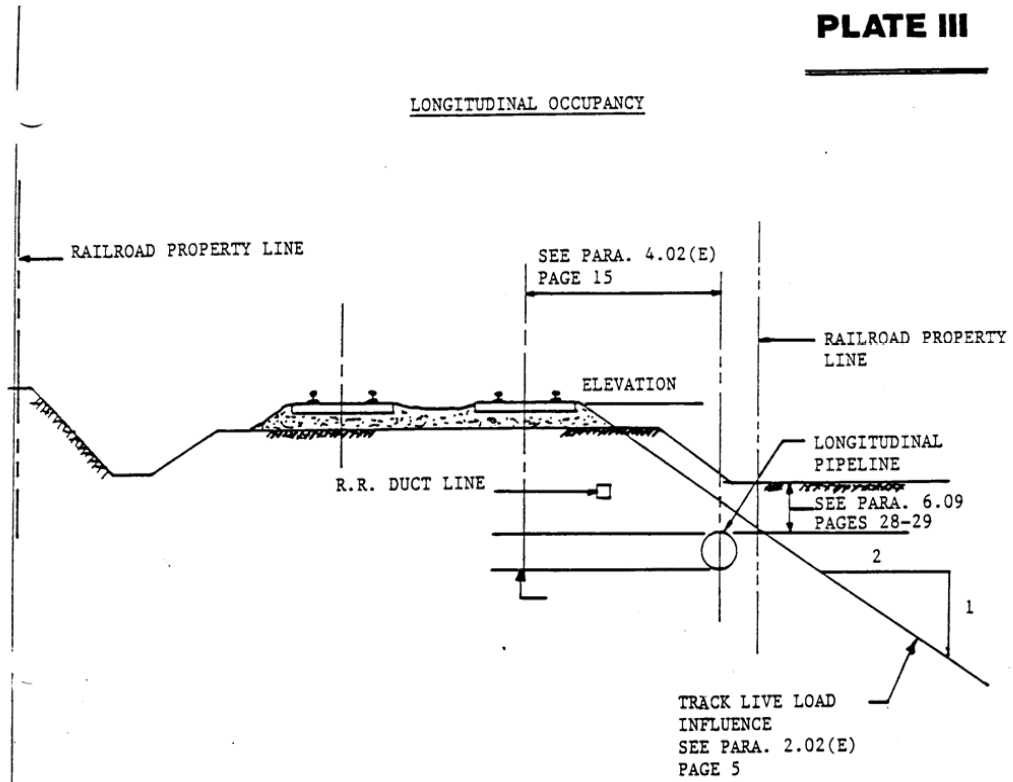


PLATE III

LONGITUDINAL OCCUPANCY



PROFILE - SEE PARA. 2.02
PAGES 5-7

SCALE - HOR:
VER:

PIPE CROSSING DATA SHEET

PLATE IV

In addition to plan and profile of crossing, Drawings submitted for the Railroad Company(s) approval shall contain the following information:

	<u>Pipe Data</u>	
	<u>Carrier Pipe</u>	<u>Casing Pipe</u>
Contents To Be Handled	_____	_____
Normal Operating Pressure	_____	_____
Normal Size of Pipe	_____	_____
O.S. Diameter	_____	_____
I.S. Diameter Wall	_____	_____
Thickness Weight	_____	_____
Per Foot Material	_____	_____
Process of Manufacture	_____	_____
Specification	_____	_____
Grade or Class	_____	_____
Test Pressure	_____	_____
Type of Joint	_____	_____
Type of Coating	_____	_____
Details of Cathodic Protection	_____	_____
Details of Seal or Protection at Ends of Casing:	_____	_____
Method of Installation	_____	_____
Character of Subsurface: Material At the Crossing Location	_____	_____
Approximate Ground Water Level	_____	_____
Source of Information on Sub-surface conditions (Test Pits, Borings or Other)	_____	_____

NOTE: Any soil investigation made on MBTA Railroad Property, or adjacent to tracks shall be carried on under the supervision of the Railroad Company(s).

PLATE V

TABLE OF MINIMUM WALL THICKNESS FOR STEEL CASING PIPE
(FOR INFORMATION ONLY)

PROTECTED WALL THICKNESS

PIPE SIZE (INCHES)	WALL THICKNESS (PROTECTED)
10	0.375
12	0.375
14	0.375
16	0.375
18	0.375
20	0.375
22	0.375
24	0.375
26	0.375
28	0.406
30	0.469
32	0.501
34	0.532
36	0.532
38	0.569
40	0.569
42	0.569
44	0.594
46	0.688
48	0.688
50	0.688
52	0.813
54	0.813
56	0.876
58	0.876
60	0.876
62	0.876
64	0.876
66	0.876
68	0.876
70	0.906

NOTE: - FOR UNPROTECTED PIPE 26" AND UNDER ADD 0.032" TO PROTECTED WALL THICKNESS. FOR UNPROTECTED PIPE 28" AND OVER, ADD 0.063" TO PROTECTED WALL THICKNESS.



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

V

**SPECIFICATIONS FOR WIRE CONDUIT AND CABLE
OCCUPATIONS**

SECTION 1. SCOPE

- 1.01 These specifications apply to the design of electric transmission wires and cables (power and communication) which are to be located over, under, across or upon property, facilities, and tracks owned by the MBTA.

SECTION 2. LICENSE TO ENTER MBTA RAILROAD PROPERTY

- 2.01 Individuals, corporations, or municipalities desiring wire or cable occupations must agree, upon approval of the construction details by the Director of Engineering for MBTA Railroad Operations, to execute an appropriate occupational agreement and pay any required fees and/or rentals outlined therein.

- 2.02 Application for an occupancy shall be submitted in writing to:

AGM for Real Estate and Asset Development
MBTA, 10 Park Plaza
Boston, Massachusetts 02116

See "Guidelines and Procedures for Construction on MBTA Railroad Property."

- 2.03 All applications shall be accompanied with six (6) copies of all Construction Drawings, specifications and computations concerning the proposed occupancy.

SECTION 3. APPROVAL OF DRAWINGS

- 3.01 Entry upon MBTA Railroad Property for the purpose of conducting surveys, field inspections, obtaining soil information, or any other purpose associated with the design and engineering of the proposed occupancy will be permitted only with a proper entry permit prepared by the MBTA Real Estate Department. The issuance of such a permit does not constitute authority to proceed with the actual construction. Construction cannot begin until the proper insurance certificate is received and a formal agreement is executed by the MBTA and permission is received by the Railroad Company(s).

- 3.02 Drawings shall be drawn to scale and show the following: (See attached plates I -VI)

- A. Plan view of crossing or occupation in relation to all Railroad Company(s) facilities. (See Plate 1)
- B. Location of wire or cane (in feet) from nearest railroad mile post, center line of a railroad bridge (giving bridge number), or center line of a passenger station. In all cases, the name of the County and City or

Town in which the proposed facilities are located must be shown.

- C. Profile of ground on center line of pole or tower line, showing clearances between top of rail and bottom of sag, as well as clearances from bottom wire or cable to top wire or cable of the MBTA's transmission, signal and communication lines and catenary. If none of these facilities are in existence at the point of crossing, the plan should so indicate. Actual under-clearances are to be shown. (See Plate V for the required clearances).
- D. Show all known property lines. If wires, cables or conduits are within public highway limits, such limits should be clearly indicated with dimensions from center line.
- E. The Drawing must be specific as to:
 - 1. Base diameter, height, class and bury of poles. Poles shall be set no closer than 13' 6" from face of pole to center line of nearest track. When necessary, however, each location will be analyzed by the MBTA to consider speed, traffic, access, etc.
 - 2. Number, size and material of power wires, as well as number of pairs in communication cables.
 - 3. Nominal voltage of line, type of current and frequency.
 - 4. Number, location, size and material of anchors and all guying for poles and arms.

NOTE: Double cross-arms are required on poles adjacent to track. Any tower designs must be accompanied by engineering computations and data.

SECTION 4. CONSTRUCTION REQUIREMENTS

4.01 Power and communication lines shall be constructed in accordance with "Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines, National Electrical Safety Code Handbook, Part 2" (current issue), with the following exceptions:

- A. Item 3 (c), page 2.
- B. Casing pipes to contain power or communication wires or cables having an outside diameter of over four (4) inches shall be constructed in accordance with the current issue of MBTA Railroad Operations "Pipeline Occupancy Specifications".

SECTION 5. LONGITUDINAL OCCUPATIONS

5.01 Wires and cables running longitudinally along railroad right-of-way shall be

constructed as close to MBTA property lines as possible in accordance with Plate III. For electrical power lines and cables with voltages of 34,500 or over and communication canes containing over 180 pairs, the following information must be submitted in addition to the detail of the pole top configuration as called for on Plate IV of these specifications:

- A. Voltage of circuit(s) or number of pairs. B. Phase of electrical circuit(s).
 - B. Number of electrical circuits.
 - C. Size (AWG or CM) and material of wires and cables.
- 5.02 Any facilities overhanging MBTA Railroad Property must have approval of the MBTA and appropriate rental charges will be applied.

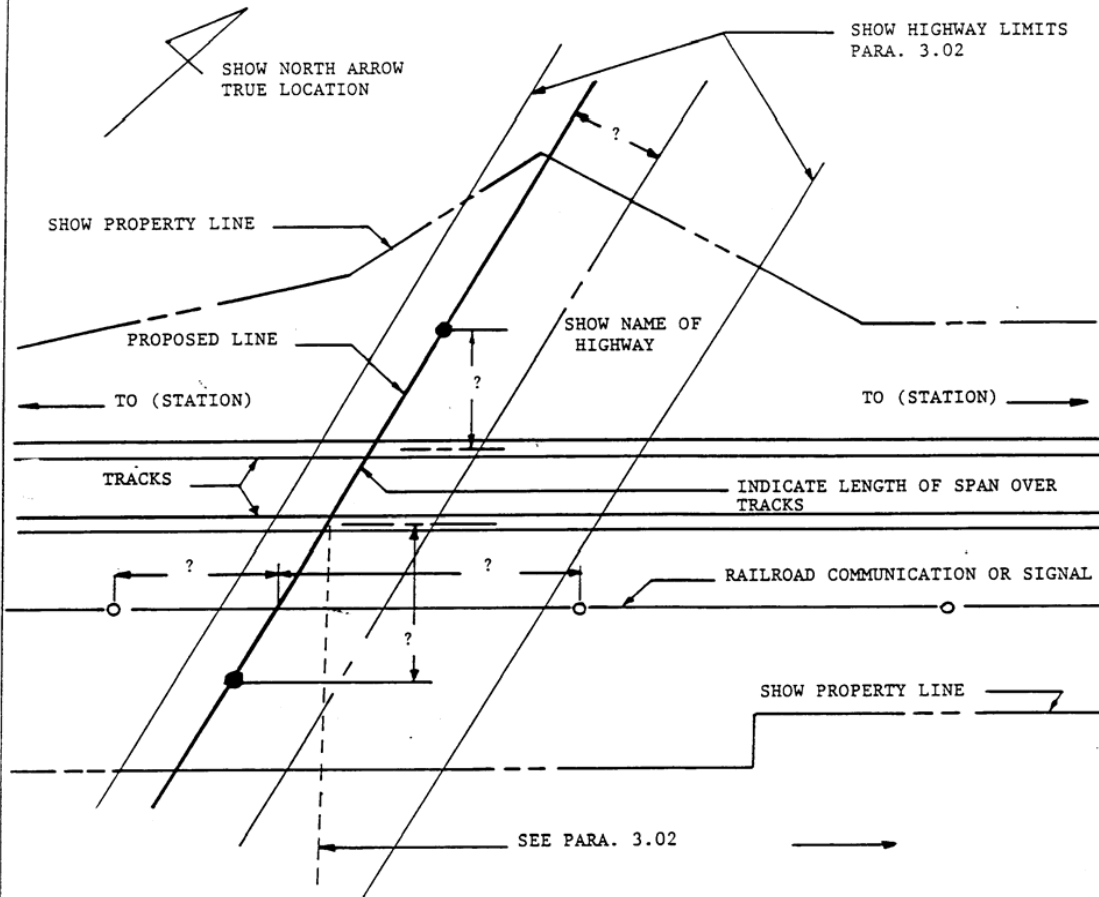
SECTION 6. INDUCTIVE INTERFERENCE

- 6.01 On agreements covering longitudinal occupations, provisions shall be included that hold the Applicant responsible to provide appropriate remedies, at their own expense, to correct any inductive interference with MBTA facilities.

PLATE I

PLAN VIEW

INFORMATION TO BE SHOWN ON PLAN SECTION OF DRAWINGS
WHEN FACILITY IS A CROSSING



SCALE OF DRAWING TO BE SHOWN

NOTE:

IF THE PROPOSED LINE IS TO SERVE A NEW DEVELOPMENT, A MAP SHOWING THE AREA IN RELATION TO ESTABLISHED AREAS AND ROADS IS TO BE SENT WITH THE REQUEST.

IF THE PROPOSED LINE IS NOT WHOLLY (OR PARTIALLY) WITHIN HIGHWAY LIMITS, THE SAME INFORMATION IS REQUIRED AS SHOWN ON THIS PLATE.

PLATE II

PIPE CROSSING

INFORMATION TO BE SHOWN ON PROFILE SECTION OF DRAWING

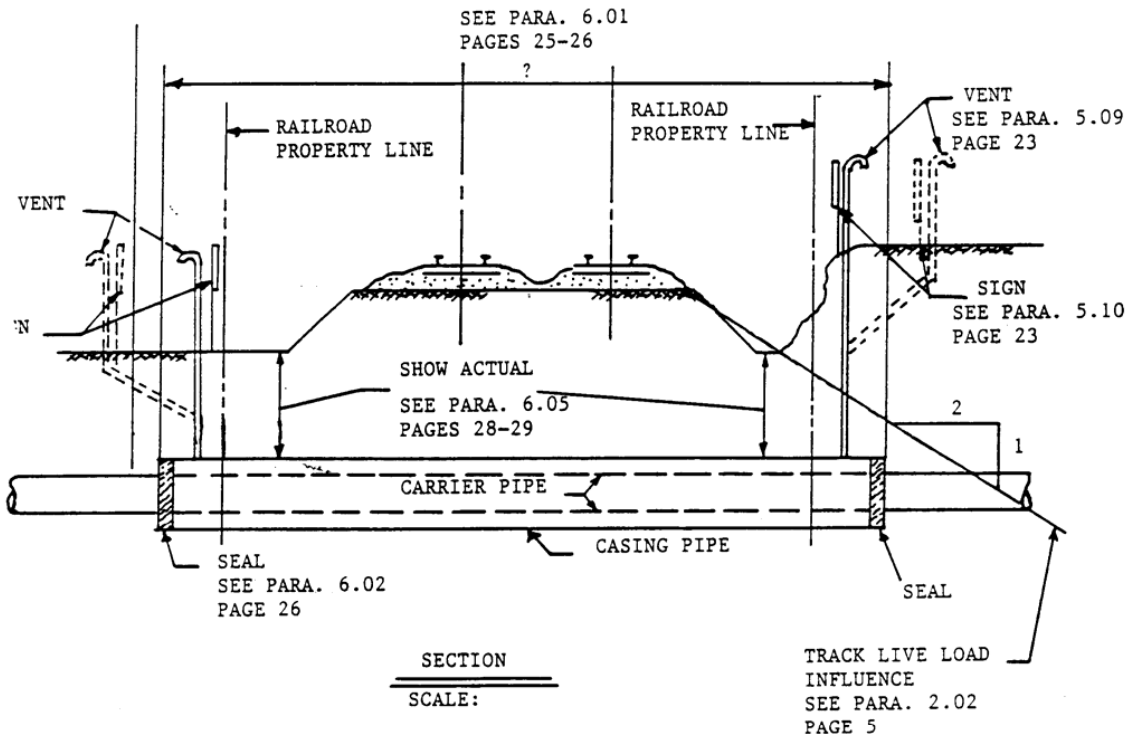
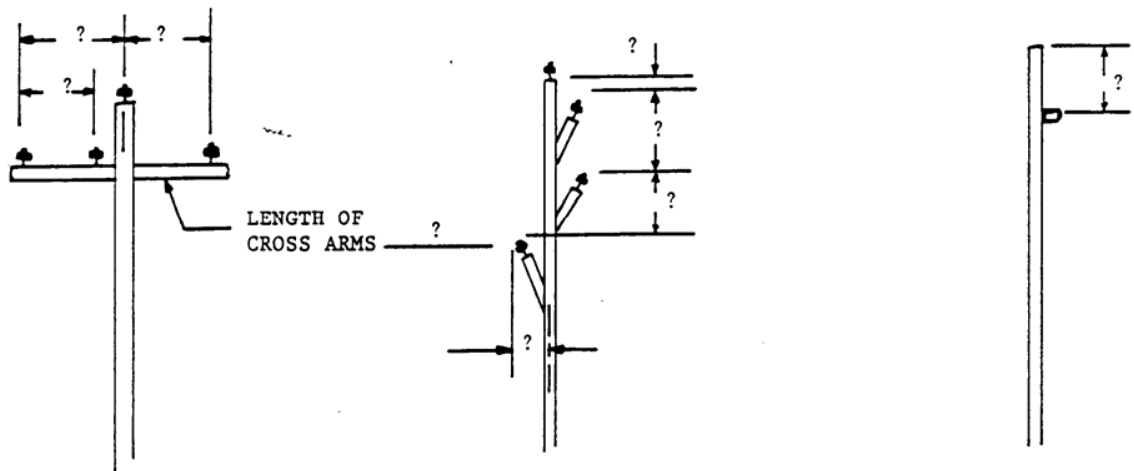
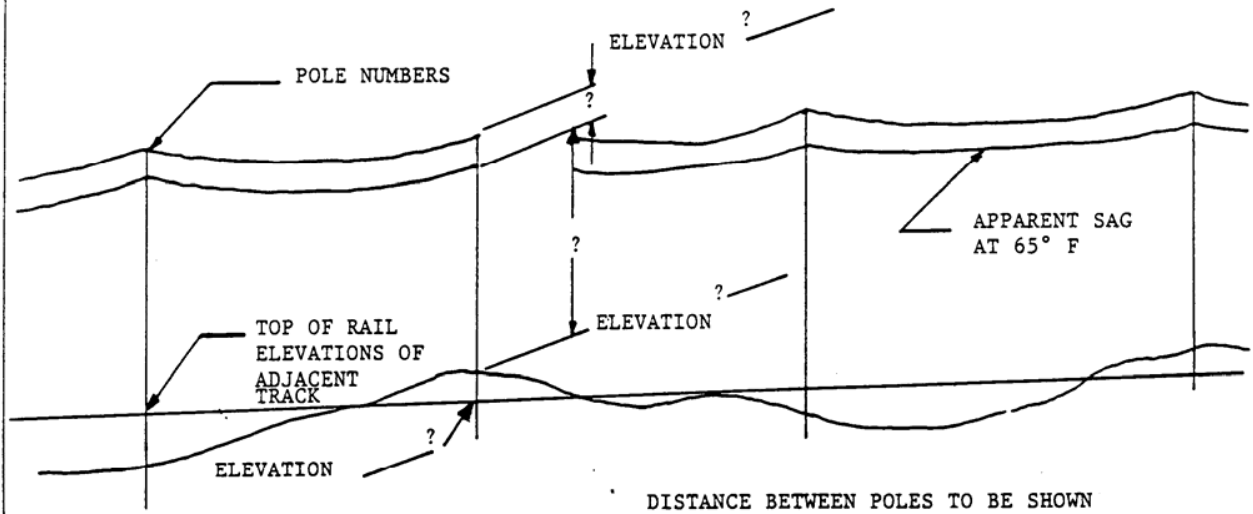


PLATE III

PROFILE VIEW

INFORMATION TO BE SHOWN ON PROFILE SECTION OF DRAWINGS
IN CASES OF LONGITUDINAL OCCUPATIONS



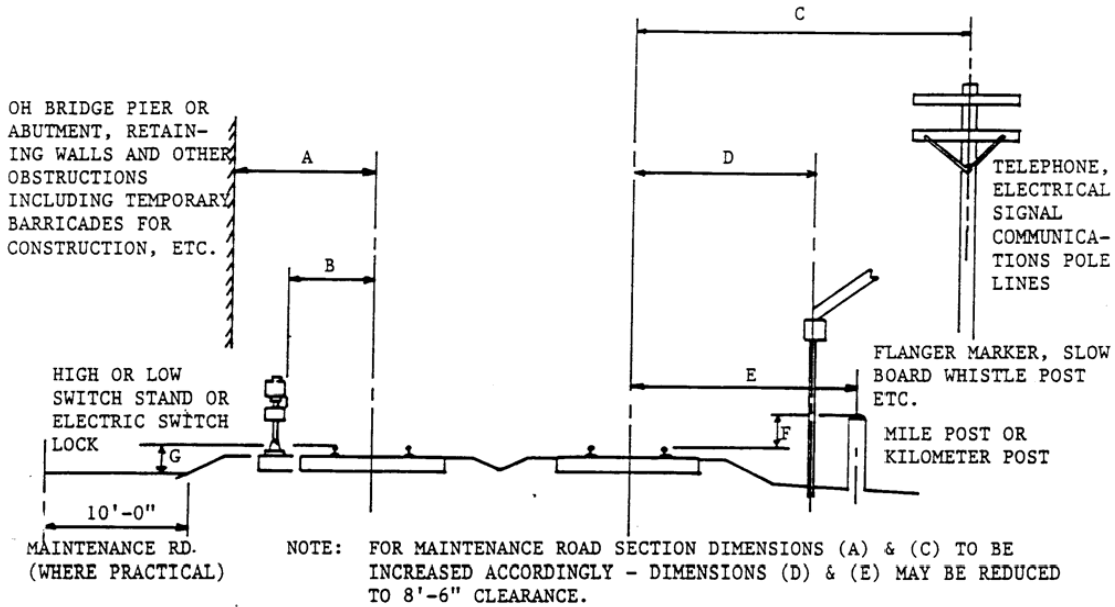
POLE TOP CONFIGURATION TO BE SHOWN SIMILAR TO SAMPLES ABOVE

NOTE: IF POWER LINE CROSSES ANY TRACK, THEN INFORMATION SHOWN ON PLATE II IS ALSO REQUIRED.

PLATE IV

STANDARD SIDE CLEARANCES - TANGENT TRACK

(FOR OBSTRUCTIONS OTHER THAN PASSENGER STATIONS)



DIMENSION	DESCRIPTION	
A	GENERAL MINIMUM SIDE CLEARANCE	8'-6"
	OVERHEAD BRIDGE PIERS & ABUTMENT, RETAINING WALLS & OTHER EXISTING STRUCTURES	8'-6"
B	LOW SWITCH STANDS (3'-0" MAX HEIGHT)	6'-6"
	HIGH SWITCH STANDS (OVER 3'-0" HEIGHT)	9'-0"
	ELECTRIC SWITCH LOCKS	6'-6"
C	POLE LINES - TELEPHONE, ELECTRIC, SIGNAL COMMUNICATIONS (MIN)	13'-6"
D	CENTERLINE WHISTLE POSTS, FLANGER MARKERS, SLOW OR SPEED BOARDS AND OTHER WAYSIDE SIGNS	12'-0"
	AUTOMATIC HIGHWAY CROSSING PROTECTION (MIN)	8'-6"
	AUTOMATIC HIGHWAY CROSSING PROTECTION (DESIRED)	15'-0"
E	MILE POSTS - HORIZONTAL	13'-6"
F	MILE POSTS - VERTICAL	7'-0"
G	DEPRESSION OF MAINTENANCE ROAD	

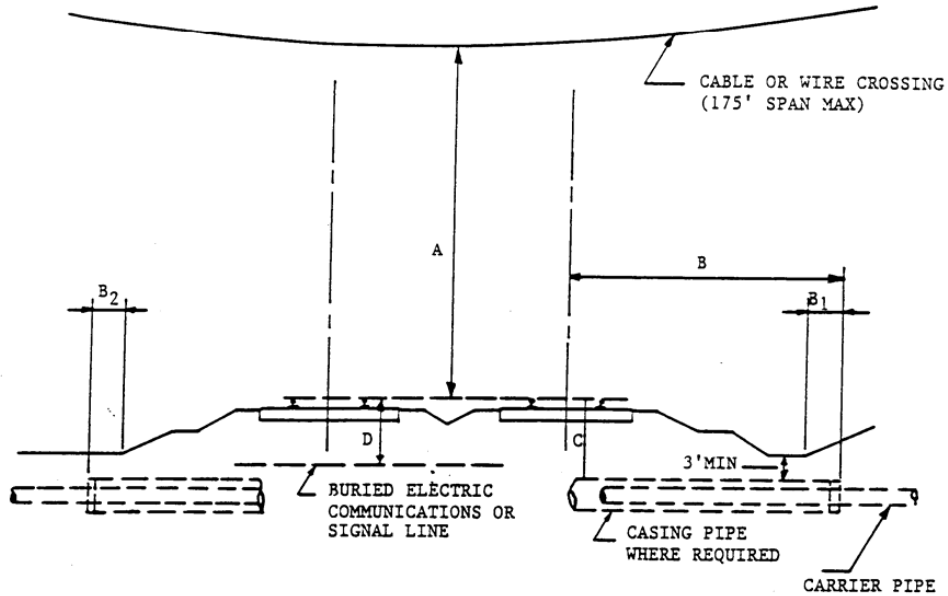
PLATE V

<u>VOLTAGE</u>	<u>OVERHEAD CLEARANCE</u> (Top of Rail to <u>Bottom of Sag</u>)
0- 750	27'0"
750- 15,000	28'0"
15,000 - 50,000	30'0"
69,000	30'8"
115,000	32'2"
138,000	33'0"
345,000	39'10"
500,000	45'0"
745,000	53'2"
765,000	53'10"
Other than power lines	27'0"

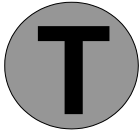
At 120°F
Ambient
Temperature

(Calculation is 30'0" + 0.4" per 1,000 volts over 50,000 volts)

.....



DIMENSION	DESCRIPTION		
A	POWER LINES 0 TO 750V	27'-0"	} At 120°F Ambient Temperature
	POWER LINES 750V TO 15,000V	28'-0"	
	POWER LINES 15 TO 50KV	30'-0"	
	OTHER THAN POWER LINES	27'-0"	
B	SEALED ENDED CASINGS	25'-0"	
	OPEN ENDED CASINGS	45'-0"	
B ₁	END CASING BEYOND DITCH	2'-0"	
B ₂	END CASING BEYOND SLOPE	3'-0"	
C	CASING PIPE	4'-6"	
	CARRIER PIPE WITHOUT CASING	6'-6"	
D	BURIED ELECTRIC LINES	6'-6"	
	RAILROAD SIGNAL LINES (220V)	2'-6"	
	COMMUNICATIONS LINES	3'-6"	



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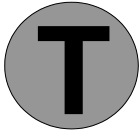
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VI

**BRIDGE ERECTION, DEMOLITION AND HOISTING
OPERATIONS**

Submittals for bridge erection, demolition, or other hoisting operations shall be prepared and stamped by a Registered Professional Engineer and must include the following:

1. Plan view showing locations of crane or cranes, operating radii, with delivery or disposal locations shown.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
3. Drawings and computations showing weight of picks.
4. Location plan showing obstructions, indicating that the proposed swing is possible.
5. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the lift.
6. A complete procedure indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.
7. Drawings detailing temporary support of any components or intermediate stages.
8. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.



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VII

TEMPORARY SHEETING AND SHORING

The following items are to be included in the design and construction procedures for all permanent and temporary facilities on, over, under, within or adjacent to MBTA Railroad Property:

1. Footings for all piers, columns, walls or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction will not be closer than toe of ballast slope. (See dimensions in the MBTA's Book of Standard Plans, #1000 and #1002 for tangent and curved track). Sheeting shall be required when excavation is inside of a line which extends horizontally from 5.5 feet off center line of adjacent track, then on a 2 (horizontal) to 1 (vertical) slope. This is known as the zone of influence.
2. Where physical condition of design impose insurmountable restrictions requiring the placing of sheeting closer than specified above, the matter must be submitted to the Director of Engineering for MBTA Railroad Operations for approval of any modifications.
3. When support of track or tracks is necessary during construction of above mentioned facilities, interlocking steel sheeting adequately braced and designed to carry E-80 live load plus 50% impact is required. Soldier piles and lagging will be permitted for supporting adjacent track or tracks only when required penetration of steel sheet piling cannot be obtained or when in the opinion of the Director of Engineering for MBTA Railroad Operations, or their authorized representative, steel sheet piling would be impracticable to place.
4. Exploratory trenches, three (3) feet deep and fifteen (15) inches wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in areas where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled and compacted immediately. This work must be done in the presence of a railroad inspector.
5. Absolute use of track is required while driving sheeting adjacent to any track. Procedure for arranging the use of track shall be through the Railroad Company(s) representative on the project.
6. Cavities adjacent to sheet piling, created by driving of sheet piling, shall be filled with sand and any disturbed ballast must be restored and tamped immediately as required by the Railroad Company(s).
7. Sheet piling shall be cut off at top of tie during construction. After construction and backfilling has been completed, the piling within twelve (12) feet from centerline of track shall be cut off 24" below bottom of tie or 24" below finished grade, whichever is greater. Sheeting, used as a form on a permanent

structure, shall be cut as directed by the Railroad Company(s).

8. The excavation adjacent to the track shall be covered and protected by handrails and barricades, warning lights shall be provided by the Contractor as directed by the Railroad Company(s).
9. Graded backfill material shall be compacted at near optimum moisture content, in layers not exceeding 6 inches in compacted thickness, by pneumatic tampers, vibrator compactors, or other approved means to the base of the railroad subgrade. Material in the vicinity of sheet pile shall be compacted to not less than 95 percent of AASHTO T 99, Method C. The Contractor shall be required to supply, to the job site, ballast stone as prescribed herein to be installed by the Railroad Company(s).
10. The Contractor is to advise the Railroad Company(s) of the time schedule of each operation and obtain approval of the Railroad Company(s) for all work to be performed adjacent to MBTA tracks so that it may be properly supervised by railroad personnel.
11. All Drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer and shall be accompanied by complete design computations when submitted for approval.
12. Particular care shall be taken to avoid erosion or filling of the Railroad Company(s) drainage facilities. Erosion and sediment control in the vicinity of the railroad shall be as approved by the Director of Engineering for MBTA Railroad Operations. Correction of disrupted Railroad Company(s) drainage facilities shall be at the Contractor's sole expense.

MBTA REQUIREMENTS FOR GEOTECHNICAL MONITORING

THE FOLLOWING SPECIFICATIONS ARE REQUIRED FOR ALL PILE DRIVING/EXCAVATING OPERATIONS:

1. Pile driving shall be on a continuous basis for each pile driven. Once a pile is started, it shall be driven or cut off at an elevation not to exceed the plane across the top of the rails of any track within 8'-6" plus 2" for each degree of curvature from centerline of track to the closest edge of the edge or excavation.
2. The monitoring points shall be set up one week before the pile driving or excavation operations begin. The MBTA and the Railroad Company(s) shall be notified. Elevation readings to establish the initial baseline reading shall begin two days prior to the start of driving. Readings shall be for a minimum of two weeks after the completion of the driving or backfilling of the excavation, whichever is longer. Initial readings immediately after any surfacing operations shall serve as new baseline figures. All future elevation readings shall be compared to the adjusted baseline. If the track deviates to a condition that is unacceptable to the MBTA or Railroad Company(s), corrections shall be made at the Contractor's expense.
3. Elevation readings shall be taken from the top of each rail of each track within the "zone of influence" the excavation. See Section 1, Page 1 of this specification.
4. Elevation readings will be taken once per eight hour shift. The readings shall be faxed to the MBTA Railroad Company(s) on a daily basis and all information is to be presented in legible print. During excavation within the sheet pile protected area, the top of rail elevations shall be checked every hour. Additional readings may be required by the MBTA or Railroad Company(s).
5. Stations shall be spaced at 15-1/2 foot intervals. The number of distractions required will be determined by the length of the excavation parallel to the tracks. There will be four additional stations on each end of the pile driving/excavation operation along the track. Extra stations may be required by the MBTA or Railroad Company.
6. Elevation readings must show the date, time, weather conditions and temperature. Each reading must also provide the following information: track number, compass direction, station number, base elevation (with date), static elevation, change in elevation (recorded in hundredths and in inches), dynamic reading and total deflection in inches. See sample sheet attached.
7. Station "0" will be located at the centerline of the project with Stations 1, 2, 3, etc., being to the right and Stations -1, -2, -3, etc., being to the left when

standing on the near track and looking at the work. In multiple track areas the stations as determined herein are to be carried across each track located within any part of the zone of influence. See Plate I.

8. At each monitoring station a dynamic load measurement shall be taken. The dynamic load measurement device shall consist of a wooden stake placed firmly in the ballast and in initially in contact with the bottom of the rail. The loaded measurement is the resultant gap between the bottom of the rail and the top of the stake caused by the deflection of the rail under the load of a passing train. Based on field observations of the excavation, and at the option of the MBTA or railroad company(s), this requirement may be reduced.
9. Elevation readings taken from the top of rail for static measurement and the dynamic reading shall be combined and the sum compared to the adjusted baseline. This reading will demonstrate the difference in elevation caused by the excavation.
10. The MBTA requires that the track be maintained at all times within established criteria for the specific track classification. At the completion of the project the requirement for tamping and realigning the tracks, caused by the settlement from the construction activity, remains with the Contractor for the duration as specified by the MBTA in their initial review of the Construction Drawings. This tamping and track realignment will be performed by the MBTA or railroad company(s) at the sole expense of the Contractor.



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VIII

BLASTING SPECIFICATIONS

Blasting on, over, under, within or adjacent to MBTA Railroad Property will be permitted only in special cases where it is demonstrated to the Director of Engineering for MBTA Railroad Operations that there is no practicable alternative to perform the work.

In such cases when blasting is permitted, the Contractor must submit a detailed blasting program to the MBTA and Railroad Company(s) for approval prior to the commencement of any work. The blasting program must contain the following information:

- a. Site plan with location of nearest MBTA structure.
- b. Plan of each blast showing hole spacing and delay pattern.
- c. Diameter and depth of each hole.
- c. Amount of explosives per hole.
- d. Total pounds of explosives per day.
- e. Total amount of explosives per blast.
- f. Type of non-electric delays to be used.
- h. Amount of stemming in each hole.
- g. Type of explosive to be used.
- h. Soil and rock profile in blast zone.
- i. Scaled distance to the nearest MBTA facility.
- j. Type and location of seismograph to be used.
- m. Size of blasting mats to be used.
- k. Safety precautions to be followed.

The following general requirements are to be adhered to:

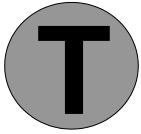
- a. Obtain the services of a qualified vibration and blasting consultant to monitor the blasting.
- b. Use a non-electric detonation system whenever possible. If electric caps are used, a check must be made for stray currents, induced current and radio frequency energy to insure that this hazardous extraneous electricity is at an acceptable safe level.
- c. Provide an open face for maximum relief of burden.
- d. Limit the maximum peak particle velocity to 1 inch per second. Depending on existing conditions, this may be modified to 2 inches per second.
- e. Maintain an initial scale distance of 60 ft. per 1-1/2 lbs. After initial blasting, scale distance may be modified to a minimum of 50 ft. per 1-1/2 lbs., if conditions permit.

Scale distance -- Distance from blast to structure (in feet)

Weight of explosives per delay (in pounds)

The Contractor shall provide for a pre-blast and post blast survey, including photographs. An inspection of all nearby MBTA facilities shall be made to determine any changes that may occur due to blasting operations.

The Contractor shall coordinate all blasting with the MBTA and Railroad Company(s) in advance to determine when the charges may be set. The Contractor is advised that the MBTA and Railroad Company(s) use two way radios for train control. The radios operate in the 160 MHz area. These radios cannot be turned off at any time.



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IX

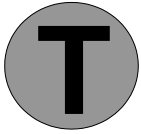
**TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND
CONSTRUCTION**

The Railroad Company(s) will determine when and where protection shields are required. The designated construction of temporary protection shields must adhere to the following specifications:

1. The construction of temporary protection shields shall be designed to prevent any dust, debris, concrete, formwork, paint, or tools from falling on MBTA Railroad Property below.
2. The temporary protection shields shall be erected prior to the start of work. The Railroad Company(s) will determine whether or not sufficient protection has been provided to perform the work over any particular area.
3. The temporary protection shields shall remain in place until all work over the railroad has been completed and shall be removed only when ordered by the Railroad Company(s).
4. To minimize the inconvenience to the users of any properties below and adjacent to the project, the Contractor shall be required to complete the actual erection and removal of the temporary shields within time limits acceptable to the Railroad Company(s).
5. The erected temporary protection shields shall not infringe on any existing minimum vertical clearance.
6. The Contractor shall be required to obtain the approval of the Railroad Company(s) before commencing any work beneath the shield. In certain areas, depending on the nature of the work, the Railroad Company(s) may require a specific method of protection.
7. The horizontal shield shall be designed to carry a live load of 100 pounds per square foot and a single concentrated load of 2,000 pounds located to produce maximum stress. The vertical shield shall be designed to carry a wide load of 30 pounds per square foot.
8. Prior to the start of construction, the Contractor shall be required to submit the details of the temporary protection shield to the Railroad Company(s), who will review and approve the details only as to the methods of erection and as to whether or not the proposed installation will provide the level of protection required at the various locations. It is the Contractor's responsibility to design these protections so that they are in conformance with all existing laws, regulations and specifications that govern this type of work. Shield plans must include a material list and shall be designed by a Registered Professional Engineer. The Drawings and calculations must bear their seal when they are submitted to the Railroad Company(s).
9. If during the actual construction, the Railroad Company(s) deems that the shield is not providing the desired level of protection or that the Contractor has failed to properly maintain the shield, all work at the

affected location shall cease until corrective measures acceptable to the Railroad Company(s) are instituted.

10. All temporary shields shall be constructed using new material.



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X

INDUSTRIAL SIDE TRACK SPECIFICATIONS

SECTION 1. GENERAL

- 1.01 All railroad track construction shall be performed under competent supervision of personnel experienced in railroad construction and shall conform to the standards of the MBTA. The MBTA and Railroad Company(s) will inspect and approve all side tracks prior to being put in service. This specification shall be used for side tracks directly on or within 15 feet of the MBTA property line. Any construction outside of the MBTA property line shall be in compliance with the standards of the serving freight railroad.

SECTION 2. MATERIALS

2.01 MATERIAL

Rails, ties, switches, frogs, etc. shall conform to the standards of the MBTA for various types of turnouts and track installations thereby insuring replacement availability.

2.02 RAIL

The rails shall be 100# ASCE Section or of a heavier rail section in common use, new or relay. Relay rails shall not have more than 1/4" top wear measured vertically along center line of rail and not more than 3/8" side wear measured horizontally 3/4" below the normal top of rail. Rails shall be free from kinks, excessive rust and excessive head flow. Rails having line or surface bends that cannot be spiked will be rejected. Rail shall be free of internal defects. Rail used on the limits of MBTA Railroad Property shall be equal in weight and in section to the attached main line.

2.03 CROSS TIES

Cross ties shall conform to MBTA specifications, minimum size shall be 7" x 8" x 8'6" and shall be treated with creosote in accordance with MBTA specifications. Relay ties may be approved after inspection by the MBTA and Railroad Company(s) prior to installation.

2.04 SWITCH TIMBER

Switch timber shall be new hardwood and conform to MBTA specifications 7" x 9" and of lengths required by MBTA standard turnout bill of materials. All timber shall be creosote treated as specified for cross ties. Relay timber as above.

Tie plates shall be new or relay at least 7-1/2" x 10-3/4", 1/2" thick,

double shoulder and should be canted. Tie plates must conform to MBTA specifications. Damaged plates or plates showing more than 25% reduction in section due to corrosion or wear will be rejected.

2.06 JOINT BARS

Joint bars shall be new or relay, 100% toeless, 24" long or equal and conform to MBTA specifications. Relay bars must be free from appreciable wear. Joint bars shall have a minimum of four holes and the holes are to fit the punching's of the rail. Holes to have a clearance of 1/16". Joint bars that cannot be drawn up to give a tight fit will be rejected. No fewer than 4 bolts per joint will be allowed.

2.07 BOLTS, NUTS AND WASHERS

Bolts and nuts shall be new and of a size to fit the rail punching's. They shall conform to AREA specifications for low carbon steel track bolts and nuts. Washers shall be new spring type of appropriate size and shall conform to MBTA specifications.

2.08 TRACK SPIKES

Track spikes shall be 6" long, 5/8" square with an oval head and conform to MBTA specifications for soft steel track spikes. Tangent track shall have at least 2 rail holding spikes per tie plate and all curves over 3" shall have 3 spikes per tie plate.

2.09 BALLAST

Ballast shall conform to MBTA Material Specification 9248.

2.10 BUMPING POSTS

Bumping posts shall be Hayes type, Durable "D" or equal, unless otherwise specified, and will conform to MBTA Material Specification 9206.

2.11 DERAIL

Type and quality of derail shall be specified for each individual side track requirement. Derail shall be connected into the railroad signal system, which will be performed by the Railroad Company(s) at the Owner's expense. Two pairs of insulated joints shall be installed by the Contractor at a location to be determined by the MBTA. Side tracks with a descending grade toward the main track shall require a split switch type derail.

SECTION 3. INSTALLATION

- 3.01 The track shall be properly installed with a standard gauge of 4'8-1/2" except on sharp curves. In cases of sharp curves, gauge will be specified by the MBTA or the Railroad Company(s).
- 3.02 Ballast shall be installed on top of subgrade for a depth of at least 6" below the bottom of tie and brought up to the top of the tie at the center and slope off to 1" below top of tie at the ends. It shall then extend 1' beyond the end of the tie at that height, at which point it shall slope off at a rate of 2:1 to the sub- ballast.
- 3.03 Cross ties shall be placed not more than 24" on center on tangent track and 19 ½ " on center on curved track. When relay rails are used the unworn side shall be placed on the gauge side. Tie plates shall be installed on each cross tie. The center of the joint shall be installed so as to be suspended by two ties.
- 3.04 It shall be the responsibility of the builder of that portion of track designated as "property line to end" to connect to that portion of track designated as "clearance to property line" and provide the necessary joints or compromise joints with bolts as the weights of rail would dictate.

SECTION 4. BONDING

- 4.01 Where track bonding is necessary, it will be performed by the Railroad Company(s) in accordance with MBTA standards.

SECTION 5. APPROVAL

- 5.01 Plans for track installation must be approved by the MBTA and Railroad Company(s) before the design of the facility to receive rail service is finalized.

SECTION 6. CURVATURE OF TRACK

- 6.01 The recommended curvature shall be 8⁰ or less. The maximum allowable degree of curve is not to exceed 12⁰ 30', unless approved by the Director of Engineering for MBTA Railroad Operations.

SECTION 7. GRADE OF TRACK

- 7.01 The maximum allowable grade for all tracks shall not exceed 1.5% descending towards mainline or 3% descending from mainline using 100 foot vertical curves.

SECTION 8. ELEVATION

8.01 Super elevation shall not exceed 1 inch.

SECTION 9. SUBGRADE

9.01 Subgrade shall be prepared to a grade 18" - 20" below the proposed top of rail and shall be of a material that is compacted to 95% and provides for adequate drainage.

SECTION 10. ACCEPTANCE

10.01 Before track is placed into service to receive cars, it shall be inspected and approved by a qualified track inspector from the MBTA, the Railroad Company, and the freight carrier.

10.02 No exceptions to these specifications are authorized without the written approval of the Director of Engineering for MBTA Railroad Operations.



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XI

RIGHT OF WAY FENCING SPECIFICATIONS

SECTION 1. GENERAL

1.01 DESCRIPTION

This section specifies the furnishing and installing of new Type I galvanized steel or Type II aluminum coated steel chain link fence. Right of way fence shall be 6', 8' or 10' as required by site specific conditions.

1.02 SUBMITTALS

Shop Drawings

1. Include cross sectional dimension of posts, braces, rails, fittings, accessories and gate frames, design of gates, and details of gate hardware.
2. Include a layout drawing showing the spacing of posts and location of all gates, abrupt changes in grade, and all corner, gate, anchor, end and pull posts.

SECTION 2. PRODUCTS

2.01 MATERIALS

A. General

1. Steel pipe dimensions and weights: ASTM A-53, Schedule 40 (except the hydrostatic testing requirement is waived). Dimensions specified are outside diameter (O.D.).
2. Provide post with accepted semi-steel or pressed steel tops, so designed as to fit securely over post and carry top rail or spring tension wire; the base of post top fitting shall fit over the outside of post and shall exclude moisture from post. All fittings and accessories shall be hot dipped galvanized in accordance with ASTM A-53.

B. Line Post: For all post heights, unless otherwise noted, Schedule 40, 2.375" O.D. pipe weighing 3.65 lbs./ft. ASTM A-53 with a 2 oz. hot dipped galvanized coating shall be used.

C. Gate post: Furnish post to support single gate leaf, or one leaf of a double gate installation, for the following gate widths:

<u>Leaf Width</u>	<u>Gate Post</u>	<u>Sch. 40</u>
up to 6'	2.875" O.D.	5.79 lb./ft.
6' to 12'	4.000" O.D.	9.11 lb./ft.
12' to 18'	6.625" O.D.	18.97 lb./ft.
18' to 32'	8.625" O.D.	28.55 lb./ft.

D. End, Corner and Intermediate Posts

For all post heights, unless otherwise noted, Schedule 40, 2.875" O.D. pipe weighing 5.79 lbs./ft. ASTM A-53 with a 2 oz. hot dipped galvanized coating shall be used.

E. Top rail and Spring Tension Wire

1. Top Rail

- a. Schedule 40, 1.66" O.D, pipe weighing 2.27 lbs./ft. ASTM A-53 with a 2 oz. hot dipped galvanized coating.
- b. Couplings and expansion sleeves: Outside sleeve type, minimum six inches long.

2. Spring tension wire: shall be marcelled (spiraled or crimped) #7 gauge (.177 inches) plus or minus 0.005 inches in diameter. ASTM A-824. 1.2 oz. zinc per sq. ft.

F. Braces and Tension Rods

1. Compression braces: Same type and size as top rail.
2. Tension rods: 3/8" round rods with drop forged turnbuckles or other approved type of adjustment.

G. Fence Fabric

1. Type I galvanized steel ASTM A-392 Class 2 coating 2 oz.
 - a. Typical-2" diamond mesh 6 gauge (192") 2 oz.
 - b. Hot dipped galvanizing after weaving.
2. Type II aluminum coated steel ASTM A-491 size 2. 3/8" mesh.
3. Selvages: All types
 - a. Fabric shall be knuckled at both selvages.
 - b. Fabric over 60 inches high: knuckled at one selvaqe and twisted and barbed at the other.

H. Fabric Bands, Brace Bands and Stretcher Bars

1. Fabric Bands: 12 gauge pressed steel 7/8 inch wide.
2. Brace Bands: 11 gauge pressed steel 1 inch wide.
3. Stretcher Bars: 3/16" x 3/4" galvanized steel.

- I. Tie wire and miscellaneous Items
 - 1. Tie Wire: Galvanized steel 6 gauge (.192") for post and rails.
 - 2. Hog rings: Galvanized steel 6 gauge (.192") for spring tension wire.
 - 3. Rail and Truss Cups: Galvanized semi-steel or pressed steel.

- J. Barbed Wire and Extension Arms
 - 1. Barbed Wire; ASTM A121, 12-1/2 gauge, 4-point round barbs, Class 3 coating.
 - 2. Extension Arms: Projecting at an angle of approximately 45 degrees, fitted with clips or other means of attaching three strands of barbed wire, the top outside wire approximately 12 inches from the fence line and the other wires spaced uniformly between the top outside wire and the fence fabric.

- K. Gates
 - 1. General: Furnish gates complete with necessary hinges, latches, and drop bar locking devices; corners shall be welded or fastened and reinforced with suitable fittings.
 - 2. All gates fabricated from 1.90" O.D. Schedule 40 pipe weighing 2.72 lbs./ft. with a 2 oz. hot dipped galvanized coating.

- L. Concrete: Class 2500 psi concrete consisting of aggregate passing the No. 8 sieve.

SECTION 3. EXECUTION

3.01 INSTALLATION

- A. Place terminal post at each end, corner, gate post, pull post (minimum 500'), or any change in grade or direction greater than 30 degrees.

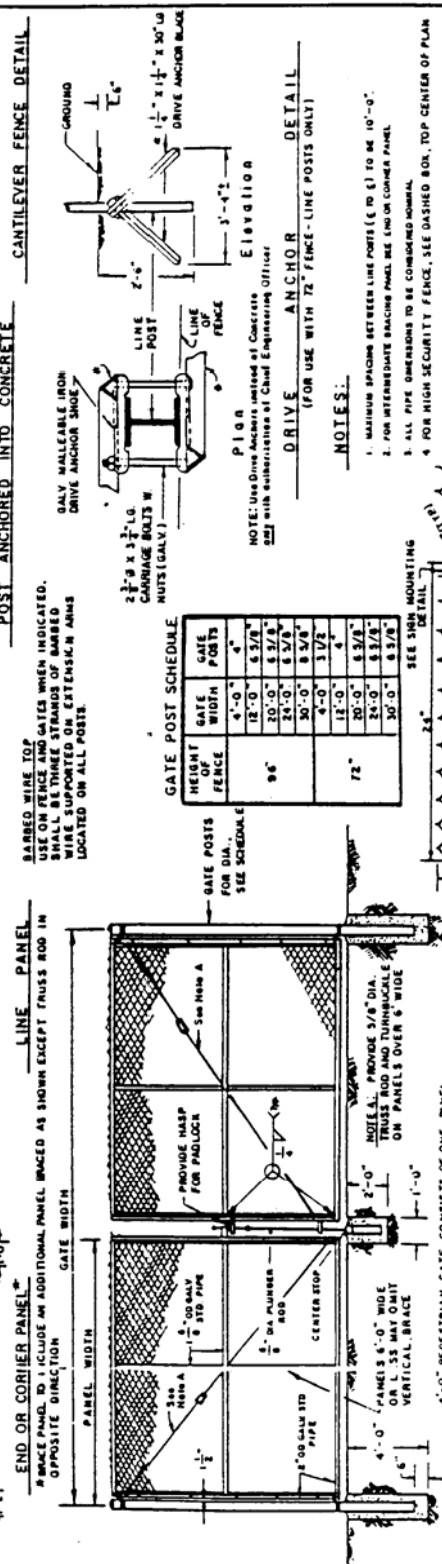
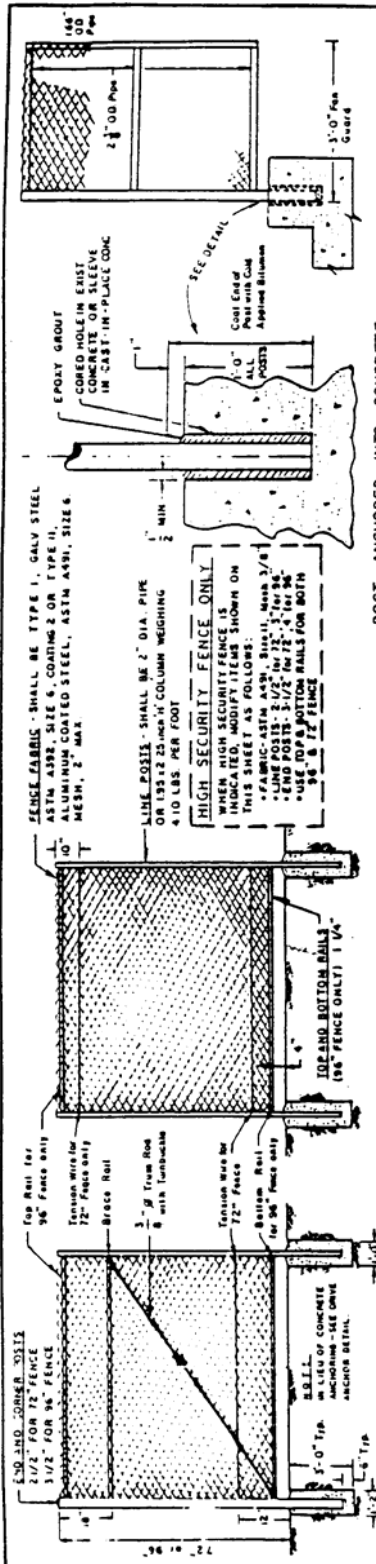
- B. Line posts shall be spaced on a maximum of 10 foot centers. In determining the post spacing, measure parallel to slope of finished grade. All posts to be set plumb and in line. Post spacing on radius as follows:

200'- 500' radius 8' O.C.
 100' - 200' radius 6' O.C.
 less than 100' radius 5' O.C.

- C. When fencing is installed on the top of concrete structures, use galvanized sleeve and grout posts or install with suitable galvanized flange casing and galvanized anchor bolts. Set all other posts permanently in concrete.
- D. Excavate post hole footings at least 12" in diameter for line post and 16" for terminal and gate posts up to 4" O.D. Larger gate posts require 18" diameter footings. All footings excavated to a depth of 42" with a minimum post embedment of 36". Crown top of concrete to shed water and allow curing for not less than 72 hours before proceeding with further work on the post.
- E. Brace end, corner pull, and gate posts to the nearest line post with diagonal or horizontal brace rails used as compression chambers, and with truss rods with turnbuckles used as tension members. Brace line posts horizontally and truss in both directions as required, at approved intervals.
- F. Install fabric on post side which best secures MBTA's Railroad Property. Pull fabric taut and tie to all line posts, rails, braces and spring tension wire spacing all ties at 12" intervals. Use hook shaped steel ties confined to the diameter of the pipe to which it is attached, clasping pipe and fabric firmly with both ends twisted at least 2 turns.
- G. Barbed wire and tension wire must be taut and properly secured with brace bands at each terminal and gate post.
- H. Electric Ground: Where a power line carrying more than 600 volts passes over fence, install ground rod at the nearest point directly below each point of crossing. Ground all substation fences and gates and perform other electrical grounding as indicated.

3.02 TOUCH-UP AND REPAIR WORK

Remove and replace fencing which is improperly located or is not true to line, grade and plumb within tolerances as indicated.



FENCE FABRIC - SHALL BE TYPE 1, GALV STEEL, ASTM A392, SIZE 6, COATING 2 OR TYPE H, ALUMINUM COATED STEEL, ASTM A491, SIZE 6 MESH, 2" MAX

LINE POSTS - SHALL BE 2" DIA. PIPE OR 1.35 x 2.25 inch x COLUMN WEIGHING 4.10 LBS PER FOOT

HIGH SECURITY FENCE ONLY
WHEN HIGH SECURITY FENCE IS SHOWN ON THIS SHEET AS FOLLOWS:
• FABRIC - ASTM A392, SIZE 6, MESH 3/8"
• LINE POSTS - 2 1/2" DIA. PIPE, 3.75 LBS PER FT.
• END POSTS - 3 1/2" DIA. PIPE, 4.75 LBS PER FT.
• GATE POSTS - 4" DIA. PIPE, 5.75 LBS PER FT.

BARRED WIRE TOP
USE ON FENCE AND GATES WHEN INDICATED. SHALL BE THREE STRANDS OF BARBED WIRE WITH EXTENSION ARMS LOCATED ON ALL POSTS.

GATE POST SCHEDULE

HEIGHT OF FENCE	GATE WIDTH	GATE POSTS
96"	4'-0"	4"
	12'-0"	5 3/8"
	20'-0"	5 3/8"
	24'-0"	5 3/8"
	30'-0"	5 3/8"
72"	4'-0"	3 1/2"
	12'-0"	4"
	20'-0"	5 3/8"
	24'-0"	5 3/8"
	30'-0"	5 3/8"

VEHICULAR SWING GATE
SIGNS TO BE 0.06" THICK ALUMINUM ALLOY REFLECTIVE SHEETING, 1000 TYPE CLASS 1w 2, REFLECTIVITY 1. LEGEND - BLACK GLOSS SILK SCREEN, HOPW MATERIALS SPEC. M/04 120. PLACE SIGNS ON ALL GATES. BREAKS OR ABRUPT CHANGES IN GRADE AND CHANGES IN DIRECTION OVER 30°.

WARNING SIGNS
2" x 12" x 0.081" ALUM SHTS BEHIND SIGN & FABRIC

TRESSPASSING FORBIDDEN UNDER PENALTY OF THE LAW M.B.T.A.

DRIVE ANCHOR DETAIL
NOTE: Use Drive Anchors instead of Concrete with authorization of Chief Engineering Officer (FOR USE WITH 72" FENCE-LINE POSTS ONLY)

NOTES:
1. MAXIMUM SPACING BETWEEN LINE POSTS (C TO E) TO BE 10'-0".
2. FOR INTERMEDIATE BRACING PANEL BE END OR CORNER PANEL.
3. ALL PIPE DIMENSIONS TO BE COMMERICAL NOMINAL.
4. FOR HIGH SECURITY FENCE, SEE DASHED BOX, TOP CENTER OF PLAN.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
Dwg No. **3206**
REV. 17, 1988
DATE

CHAIN LINK FENCING
72", 96" and "HIGH SECURITY" TYPE

David B. ...
ENGINEERING OFFICER



**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

XII

TEST BORINGS SPECIFICATIONS

SECTION 1. GENERAL

All borings on MBTA Railroad Property are to be performed according to the following requirements:

- 1.01 Work on MBTA Railroad Property must be performed with a Railroad Company(s) inspector and/or flagman present.
- 1.02 Where access can only be gained by crossing the tracks, a temporary crossing must be used. This crossing shall adhere to the following:
 - A. The location and material must be approved in advance by the Chief Engineering Officer or Railroad Company(s).
 - B. The crossing will be constructed by Railroad Company(s) forces at the Contractor's expense.
 - C. The crossing must be protected at all times when not in use. Access shall be prohibited through the use of right-of-way gates which will be constructed by Railroad Company(s) forces at the Contractor's expense.
 - D. No crossing of the track shall be made without a railroad flagman and/or inspector present.
 - E. The crossing of tracks shall be kept to a minimum.
- 1.03 Boring locations, including positioning of the boring rig, shall be kept at least 8'-6" from the center line of track.
- 1.04 All borings must be cased to insure adequate return (of mud and water) and to avoid undermining of the track.
- 1.05 All holes shall be backfilled with cement grout to fill the voids and protect against an artesian condition.
- 1.06 The location of all utilities owned or private, shall be located and suitably marked by the Railroad Company(s) and/or the private owner at the Contractor's expense to avoid damage to the utility and/or track structure.
- 1.07 Prior to entry upon the MBTA Railroad Property, all necessary contracts, insurance policies and financial obligations shall be provided in a form acceptable to the Railroad Company(s).
- 1.08 Work within the operating right-of-way that has potential to foul the tracks, shall be restricted to periods of non-peak passenger operations.

- 1.09 While performing the work, full cooperation with the inspector and flagman is essential. The work will be terminated immediately if the safety of all traffic and personnel is jeopardized in any way.

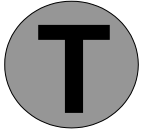
SECTION 2. TESTING

- 2.01 Soil borings shall be in accordance with the current issue of the American Railway Engineering Association Specifications, Chapter 1, Part 1, "Specifications for Test Borings". Soils shall be investigated by the split-spoon and/or thin-walled tube method and rock shall be investigated by the Coring method specified therein.
- 2.02 Soil boring logs shall clearly indicate all of the following:
1. Boring number as shown on boring location plan.
 2. Elevation of ground at boring.
 3. Description or soil classification of soils and rock encountered.
 4. Elevations or depth from surface for each change in strata.
 5. Identification of where samples were taken and percentage of recovery.
 6. Location of ground water at time of sampling and, if available, subsequent readings.
 7. Natural dry density in lbs./sq. ft. for all strata.
 8. Unconfined compressive strength in tons/sq. ft. for all strata.
 9. Water content (percent). Liquid Limit (percent) and plastic limit (percent).
 10. Standard penetration in blows/ft.
- 2.03 Soil boring logs shall be accompanied by a plan drawn to scale showing location of borings in relation to the tracks, the elevation of ground surface at each boring, and the elevation of the top of rail of the tracks.
- 2.04 Soil investigation by auger, wash, or rotary drilling method is not acceptable.
- 2.05 Borings shall be taken no more than two (2) feet from the field stake which marks the boring location. The stake should not be disturbed during boring operations. Lost stakes shall be reinstalled.
- 2.06 Unless a boring hole is actively being worked, it shall be securely covered or otherwise protected until permanently filled. When work at each boring hole is completed, the hole shall be properly filled.
- 2.07 Access to the boring locations must be approved by the Railroad

Company(s). When possible, access shall be from public roads. Licenses for Entry, Insurance and Flag Protection must be obtained by the Contractor in accordance with all applicable MBTA Specifications.

- 2.08 Boring operations shall be confined to each boring location to the extent possible.

The Contractor shall take necessary precautions to prevent damage to structures and facilities. The site shall be restored to a condition satisfactory to the Railroad Company(s).



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

XIII

FIBER OPTIC CABLE SPECIFICATIONS

SECTION 1. GENERAL

- 1.01 The purpose of the following standards is to provide basic information about the MBTA's requirements with respect to the design and construction of fiber optic cables on MBTA Railroad Property to fiber optic cable companies and their Contractors.
- 1.02 All work performed on or affecting MBTA Railroad Property must be designed and constructed in accordance with the Commuter Rail Design Standards (Vol. I and II), MBTA Book of Standards, Railroad Operations Specifications and the following standards. Additional job specific requirements will be contained in the MBTA's Fiber Optic License Agreement and can be obtained by contacting:

AGM for Real Estate and Asset Development
Ten Park Plaza
Boston, MA 02116

The Director of Engineering for MBTA Railroad Operations or their designated representative will be responsible for the approval of all work. No modifications, changes or deletions will be made without their approval.

SECTION 2. PROJECT REVIEW AND COORDINATION

- 2.01 All Drawings and specifications shall be reviewed and approved by the MBTA and Railroad Company(s) prior to construction. The MBTA must approve the construction schedule and sufficient Railroad Company(s) personnel must be available before work begins.
- 2.02 If another fiber optic cable company has previous or exclusive rights along the proposed route, the alignment and cable location must be approved in accordance with existing agreements.
- 2.03 The fiber optic cable companies must coordinate the construction with others to minimize the disruptions to the MBTA railroad operations.

SECTION 3. CONDUCT OF WORK

- 3.01 In order to minimize the manpower requirements of the Railroad Company(s) and afford better control, supervision, and protection, the Contractor will conduct their work sequentially and minimize the number of crews and their proximity. Crews should be confined geographically to an area that can be covered easily by a minimum number of Railroad Company(s) personnel. This can be accomplished by a block method of construction. A construction block will be used and is a 1-4 mile segment of right of way in which up to 3 fiber optic cable installation crews can work. The crews can work within the construction block, but cannot work outside of it. The construction block

must move as a unit along the right of way. The crews cannot work two blocks concurrently.

SECTION 4. CONSTRUCTION SCHEDULE

- 4.01 The fiber optic company or its Contractor will submit a schedule of work to the MBTA for approval. The schedule will be based on methods of construction acceptable to the MBTA and Railroad Company(s). No work shall begin prior to approval by the MBTA.
- 4.02 Any changes or modifications to the schedule proposed by the fiber optic company or its Contractor must be submitted to and approved by the MBTA prior to implementation. The MBTA, however, may be required to change or modify the construction schedule on account of its operations, maintenance requirements, or manpower shortages. In this event, the MBTA will give the fiber optic cable company as much advance notice as possible.
- 4.03 Construction schedules will be reviewed and updated every two (2) weeks or as required.

SECTION 5. ESTIMATE OF EXPENSES

- 5.01 An estimate of anticipated expenses will be provided based on durations provided by the fiber optic cable company or their Contractor and construction schedules approved by the Railroad Company(s). Any changes in the schedule will cause the estimate to be revised. The fiber optic cable company or their Contractor will be responsible for all of the costs incurred by the MBTA and Railroad Company(s) in support of the construction activities. This includes design review, engineering support, administration and supervision.

SECTION 6. BILLING

- 6.01 The fiber optic cable company or its Contractor will be required to pay for railroad protective services in advance of costs incurred.

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APPENDIX M

MBTA SPECIAL INSTRUCTIONS

MARCH 2003

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MBTA SPECIAL INSTRUCTIONS

APRIL 2003

LETTER OF TRANSMITTAL REGARDING SPECIAL INSTRUCTIONS

The Subway Operations, Bus Operations, Safety, Systemwide Maintenance & Improvements, Operations Support, and the Design and Construction Departments of the MBTA have determined that certain limitations regarding Contractor's activities are required while working on a construction project.

These Supplementary Conditions are included herein to augment the MBTA Standard Specifications, Division I - General Requirements, Section 00700 General Conditions, Article 6 - Prosecution and Progress, Paragraph 6.04 Limitations of Operations with additional information, which is applicable to construction projects.

However, for non-MBTA construction projects where Division I does not apply, such as in the case of rights to construct on MBTA property granted under a lease or license agreement, the enclosed Special Instructions are still applicable unless otherwise directed.

Contract drawings and specifications for non-MBTA construction projects, relative to all work that will be performed within or directly adjacent to MBTA property, must be submitted to the Authority's Chief Engineer of Design and Construction, Director of Subway Operations, Director of Bus Operations, Director, of Systemwide Maintenance & Improvements, Director of Operations Support, Director of Safety, and the Director of Real Estate. The addresses and phone numbers are listed on the next page. The special instructions contain information to be complied with by the owner, contractors, and others associated with the project.

Applicable provisions of the special instructions plus additional requirements from other MBTA departments must be included in the contract specifications as instructions to the contractor when performing work on or adjacent to MBTA property. Permission to perform work on MBTA property will be granted by the Director of Real Estate only when contract plans and specifications are approved by the MBTA.

The enforcement of any of the following conditions shall not be construed as waiving any of the rights of the Authority in any of the other conditions of an MBTA contract.

A meeting to further discuss MBTA requirements may be arranged by contacting the offices of those listed in Article 1.a. and/or b. herein.

1. ACCESS TO AUTHORITY PROPERTY

- A. For MBTA Contractors Only: An owner or Contractor who wishes permission to enter upon or perform work over, on, under or adjacent to Authority property shall submit to the offices of the Authority's Chief Engineer of Design and Construction, the Director of Bus Operations, the Director of Subway Operations, Director of Systemwide

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Maintenance & Improvements, and the Director of Operations Support, a request in writing, a minimum of forty-two (42) days prior to the owner or the Contractor's planned commencement of any of the above stated activities. Addresses of the above are as follows:

MBTA's Chief Engineer of Design and Construction
6th Floor
10 Park Plaza
Boston, MA 02116
617 222-3116

Director of Systemwide Maintenance & Improvements
500 Arborway
Jamaica Plain, MA 02130
617 222-5454

Director of Subway Operations
10th Floor
45 High Street
Boston, MA 02110
617 222-4554

Director of Bus Operations
10th Floor
45 High Street
Boston, MA 02110
617 222-3368

Director of Operations Support
10th Floor
45 High Street
Boston, MA Q2110
617 222-5460

Director of Safety
2nd Floor
21 Arlington Avenue
Charlestown, MA 02129
617 222-4244

- B. Non-MBTA Construction Contractors For Lessees or Licenses of the MBTA Only: An owner or Contractor who wishes permission to enter upon or perform work over, on, under or adjacent to Authority property shall submit to the offices of the MBTA's designated representative for real estate listed below, a request in writing, a minimum of forty-two (42) days prior to the owner or the Contractor's planned commencement of any of the above stated activities. The designated representative will distribute plan sets to the above MBTA departments and will coordinate departmental approvals. Application forms and instructions for obtaining access to MBTA property

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can be obtained by visiting the designated representative's website listed below and selecting "MBTA" and "Licensing."

License Administrator
Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, MA 02116
617-316-1654
www.mbtarealty.com

The designated representative reports directly to:

MBTA Director of Real Estate
5th Floor
10 Park Plaza
Boston, MA 02116
617 222-3255

- C. Requests shall specify the name of the owner or the contractor, the reasons for entering the property, where the property will be entered, each individual location where work of a different nature is to be performed, the nature of such work, and the number of days, including time schedule, the owner or the contractor intends to remain on the property at each location. The Authority will process such requests and meet with the owner or contractor to work out a schedule and phasing for the work plus other arrangements including financial. The Authority shall request a list of the names of each individual who will enter upon or perform work on Authority property.
- D. The owner or contractor shall notify the representative of the Design and Construction Department and the appropriate Operations Director at least seventy-two (72) hours prior to entering the property as agreed upon earlier with the Authority. The owner or contractor shall notify the Design and Construction, and Operations Departments immediately if the job is to be closed down unexpectedly and shall again notify the Authority as specified above when work will commence.
- E. The owner or contractor shall make all necessary arrangements with the Authority before entering upon the property and perform the work in accordance with an MBTA approved work schedule. The owner or contractor shall not enter MBTA property or perform any work on Authority property without the presence of an assigned MBTA representative from the Design and Construction Department or the Operations Department who is responsible for monitoring the work of that owner or contractor for the Authority. Working on Authority property without an assigned MBTA representative present shall be cause for immediate eviction from the property.
- F. The owner or contractor must have in place a method of payment for all Authority support services such as flagging, work trains, power shut offs, etc., prior to commencement of any work. This will be processed through a written force account agreement between the Authority and the owner or contractor prior to commencement of work. Direct billing to contractors for Authority support services requires the contractor's authorized representative to agree in writing that the company will reimburse the Authority for those support services, including overhead and fringe benefits. Once the Authority receives the signed statement from the contractor, the General Accounting

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Office will open a reimbursable account for specific Authority department(s) to charge costs, and the contractor will be billed directly.

- G. The work associated with this project, except as hereinafter expressly provided, will be done without interruption of or change in the regular work or operation of vehicles of the Authority. No work shall be done affecting the operations of vehicles or operations of stations until the contractor has submitted details of his procedures to the Design and Construction and the applicable Operations representatives thirty (30) working days prior to start of work and has secured written permission to proceed.
- H. The Authority reserves the right to require work affecting the safety of the operations to be performed at prescheduled non-operating periods from approximately 1:30 a.m. to 5:00 a.m. daily (1:30 a.m. - 4:30 a.m. effective); 1:30 a.m. to 6:00 a.m. Sunday (1:30 a.m.-5:30 a.m. effective). The contractor will not be permitted to remain within the track right-of-way after 5:00 am. (6:00 a.m. Sunday). The Authority may, during emergencies or at times when the Authority work forces are required to work in the area of the contractors work, order the contractor to cease work and remove his work forces and equipment from the property leaving the right-of-way in a safe operating condition. The Authority also reserves the right to stop or postpone any contractor's previously approved work if, in the Authority's opinion, such work is being performed in a manner that will endanger and/or delay the Authority's regular work or operations.
- I. The owner or contractor shall make their own provisions for electric power, compressed air, water, ventilation, and disposal of seepage water. No use of existing MBTA utilities will be permitted unless approved in advance by the Authority.
- J. The owner or the contractor's attention is directed to other projects that will be ongoing simultaneously in the work area. The Authority will determine priorities for site access between this project and others.
- K. The Authority reserves the right to deny the contractor access to the right of way because of operational requirements, adverse weather conditions or emergency track, signal, and power repairs. The contractor shall reasonably expect to be denied access to the site a total of 10 (ten) days per calendar year, this does not include the following holidays; New Year's Day, President's Day, Patriot's Day, Memorial Day, Bunker Hill Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, right of way access may be denied on days when various Special Events impact service as well as during Red Sox home games on the Green Line.

Furthermore, the contractor shall also expect to have his access to the site delayed a total of 4 (four) times per month. Each delay shall be 60 (sixty) minutes or less. The contractor shall make allowances for these possible events in their bid. Due to increased stopping distances associated with slippery rail conditions, non-emergency access will not be allowed within ten (10) feet of the centerline of the track under adverse weather conditions.

- L. The contractor shall perform his work at all times so as to cause no interruption of service during operating hours and shall at all times after performing work during either operating hours or non-operating hours leave the Authority's property in a clean and safe operating condition.

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- M. On occasion, the Authority will operate work cars, test trains, security trains, and/or hirait Vehicles in, the area of the work. At no time during these occurrences will the contractor be allowed to work on the right-of-way, except with the approval of the Authority or the Authority personnel providing protection services as defined in Protection Services.

2. INSURANCE REQUIREMENTS

- A. The owner or Contractor's for MBTA Construction Contracts insurance requirements shall conform to the latest version of MBTA Standard Specifications, Division 1 - General Requirements, Section 00700 .General Conditions, Article 5 .Legal Relations and Responsibility to the Public, Paragraph 5.04 . Insurance Requirements. Owners or Contractors under a lease or license agreement with the MBTA shall provide insurance in accordance with the requirements of said agreement.

3. SUBMITTAL OF SPECIFICATIONS DRAWINGS. DESIGN AND METHODS OF CONSTRUCTION

(Applies to non-MBTA Construction Contracts. MBTA Construction Contracts are covered under Division I)

- A. An owner or contractor or others performing a non-MBTA construction contract that requires performing construction over, on, under or adjacent to the Authority's property shall submit to both the Design and Construction Department and to the appropriate Operations Department two (2) sets each of contract drawings and specifications at the 30%, 60%, 90% and 100% phases of design of the project. 100% drawings and specifications must be submitted forty-two (42) days prior to the planned commencement of any work.
- B. The contractor's drawings and specifications shall define the work in detail and a Professional Engineer registered in the Commonwealth of Massachusetts shall stamp the final drawings. The contractor or owner shall also submit a crane or heavy equipment location, if used, with dimensions to the face of abutments and structures and calculations of crane equipment loading on Authority structures showing no adverse effect on any structures. All calculations shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. The drawings must include any excavation support systems, shoring, underpinning, protective shielding, or any work required for the protection of MBTA property.
- C. Unless otherwise agreed to in advance, the owner or contractor's structures shall not attach to, be placed against, pass through, or impose any loads upon any structures or facilities owned by the MBTA.
- D. All construction work shall be performed in strict conformity with final plans and specifications that have been reviewed and approved by the MBTA. Any changes requested by the owner or contractor which affect MBTA property or operations must be submitted to the MBTA for review and approval at least 30 days prior to the planned commencement of the work. Approvals or rejections shall be submitted by the MBTA within thirty (30) days following submission to the MBTA for review.

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- E. The owner or the contractor performing construction work over, on, under, or adjacent to Authority property shall submit to the Director of Design four (4) sets each of the design, drawings and specifications of any earth support system, shoring, underpinning, protective shielding, or any work required for the protection of the Authority's facilities and property, a minimum of forty-two (42) working days prior to the planned commencement of any of the above work. The design, drawings and specifications shall define in detail the methods of construction and materials to be used. The design and drawings shall be stamped and signed by a Professional Engineer registered in the Commonwealth of Massachusetts.
- F. Unless otherwise agreed to in advance, earth support structures or shoring systems shall not be attached to any structure owned by the MBTA, nor shall MBTA structures be use to support loadings or be used for excavation support.
- G. Engineering drawings of MBTA structures are available for reference or duplication at the MBTA Plan Room, 500 Arborway, Jamaica Plain, MA 02130. For information call the Technical Librarian at 617-222-5285.

4. OPERATIONAL RESTRICTIONS

- A. The owner or contractor is made aware that the work will be performed adjacent to or over operating tracks, signal lines, communication lines, power lines, cables and other facilities belonging to the Authority. The owner or contractor is to take all due precautions to protect the Authority's facilities, utilities, and operations during the course of his work. When in the opinion of the Authority's Chief Engineer of Design and Construction, Director of Subway Operations, Director of Systemwide Maintenance & Improvements, Director of Operations Support, or their representatives, the contractor's work would cause hazard to the Authority's facilities, infrastructure, or to the safe operation of the transit system, the Authority will assign qualified personnel deemed necessary to protect the property, facilities and operations, all at the expense of the contractor.
- B. The contractor is specifically prohibited from conducting any operations next to or over the right-of-way that have the potential to adversely impact the operations of Authority revenue service during normal operating hours (approximately 5:00 a.m. to 1:30 a.m.). Certain work adjacent to the right-of-way, described below as hazardous work, may take place during restricted revenue hours at the discretion of the Chief of Orange, Red, Green, or Blue Line Operations as applicable and require flagmen present.
- C. Access to the MBTA right-of-way, which encompasses all MBTA property (fence to fence, wall to wall, and property line to property line over which Authority vehicles operate, including sidings and yards), is. contingent upon Owner or Contractor compliance with the "MBTA Right-of-Way Safety Rulebook" that outlines Right-of-Way Safe Practices for Access on or Near the Right-Of-Way.

As specified in the Right of Way Safety Rulebook, all persons who access the MBTA right of way must attend a one-day, eight-hour training class conducted by Subway Operations Training and the Safety Department Attendees must successfully complete the Right of Way Safety Training in order to

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receive a Right of Way license. The license is valid for a two-year period after which the person must attend the Authority's Right of Way re-certification class. To register for the "Right of Way Safety" class, contact:

Supervisor and Chief Rules Examiner of Training
Cabot RTL Training
275 Dorchester Avenue, 2nd floor
South Boston, MA 02127
Telephone: (617) 222-5377

D. The Authority will consider the property; facilities and operations fouled or subject to hazard when the following occurs:

1. When any object or operation is or can be brought nearer than ten (10) feet to the centerline of operating track.
2. When an object or excavation is brought nearer than four (4) feet to a signal or communication line.
3. When an object or excavation is brought nearer than ten (10) feet to a power line or cable.
4. When explosives are used in the vicinity of the premises. Explosives shall not be used on or adjacent to the Authority's property or facilities without written consent of the Authority's Chief Engineer of Design and Construction and then shall be used only by a licensed blaster, licensed in the Commonwealth of Massachusetts, at times and under conditions acceptable to the Authority.
5. When cranes, trucks, power shovels, pile driver or any other equipment are working in positions that failure with or without load could occur nearer than 10 feet to the centerline of an operating track.

It shall be the responsibility of the contractor to inform the Chief of Orange, Red, Green, or Blue Line Operations as applicable in writing thirty (30) working days prior to all times when they intend to perform hazardous work as described above. Submittal must include a site plan, the reasons for entering the property, where the property will be entered, each individual location where work of a different nature is to be performed, the nature of such work, and number of days, including time schedule, the contractor intends to remain on the property at each location. Failure of the contractor to provide the appropriate Line Chief with the specified advanced notice of hazardous work will result in the stoppage of work by the Authority.

D. The Contractor will be allowed on the right-of-way only after normal revenue service (approximately 1:30 a.m. to 5:00 a.m.). On occasion, the Authority will operate work cars in the area of the project work during non-revenue hours. At no time during these occurrences will the contractor be allowed to work on the right-of-way except with the approval of the Authority. The contractor shall coordinate their schedule at least twenty-four (24) hours in advance with the Authority.

E. No weekday/weekend transit service interruptions will be allowed on this project. The contractor must schedule all work requiring a shutdown of revenue service and/or station and/or platform operations during non-revenue hours.

MBTA SPECIAL INSTRUCTIONS

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- F. Prior to the contractor leaving any work site, at the completion of each workday, the contractor shall ensure that the site is in proper condition to permit normal transit operations to resume. If, in the opinion of the Authority, the site is not suitable for normal transit operations due to conditions caused by the contractor, the Authority will allocate a suitable number of personnel to rectify the site. The owner or his contractor shall be charged full costs of such personnel and necessary equipment, including the full cost of replacement services during the cleanup period.
- G. In the event that the contractor does not adhere to the work period limitations of the special conditions and causes delay in returning the right-of-way to revenue service at the end of any work period, the owner or his contractor shall pay the Authority for substitute bus service a sum not to exceed \$120.00 per hour per bus for the entire duration of the delay and including mobilization and demobilization of the bus service. The minimum charge shall be (3) hours per bus per delay... The owner or the contractor will reimburse the Authority for the hourly costs of personnel used during such delays (egg., supervisors, officials, gatepersons, flagpersons, and automotive). The required number of buses to adequately accommodate all Authority customers who are inconvenienced by the delay shall be at the sole discretion of the Authority's Bus Operations Department. Whatever sum of money may become due and payable to the Authority by the owner or his contractor under this article may be retained out of money belonging to the contractor in the hand and possession of the Authority. This article shall be construed and treated by the parties to the contract not as imposing a penalty upon the contractor for failing fully to complete the work within the periods as specified herein, but as liquidation damages to compensate the Authority for additional costs incurred by the Authority because of the failure of the contractor to fully complete said work within the work periods specified.
- H. The contractor shall assume full responsibility for the safety of all their work. They shall perform the work in a manner that will ensure the safety of both personnel and property. The contractor shall prevent against safety hazards, and the exposure of persons and equipment to hazardous and/or potentially hazardous conditions. All, work in the construction of the project shall comply with the requirements of the Authority, Department of Labor, Occupational Safety and Health Administration (OSHA) provisions, as well as those of state and local regulations. Safe breathing levels must conform to the Massachusetts Department of Environmental Protection (DEP) standards. In the case of conflict of regulations, the most stringent will apply. If the standards are not met, the Authority has the right to stop the work until such time as the contractor is in compliance with standards.

5. PROTECTION SERVICES

- A. When the contractor is performing work in the vicinity of Authority rights-of-way or public areas, the Authority will require the contractor to have at the site such authorized and qualified personnel as may be required to adequately protect the Authority's customers, employees, property, facilities and operations from hazardous conditions.
- B. The need for protection services is outlined and described in the Authority's Right-of-Way Safety Rulebook. The appropriate Line Chief, or their representative, shall determine what protection services are required and assign flagging personnel, officials, supervisors, coordinators or any other such personnel as may be required to ensure the safety of the Authority's operations. Personnel shall be provided from the Authority's workforce in such numbers as the Line Chief determines.

MBTA SPECIAL INSTRUCTIONS

April 1, 2003

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Costs for all protection services and supplies shall be the responsibility of the owner or contractor. No work will be allowed if flagmen are required, but not on duty.

- C. When it is determined that protection services are required, the contractor must notify the Authority twenty-four (24) hours in advance and before 10.00 a.m. on the workday preceding the day that protection services will be required. Requests for protection services for weekends and/or holidays, must be made on the preceding Friday before 10.00 a.m., or before 10.00 a.m. on the workday preceding the holiday.

Requests for protection services for Non-Operating hours 1.30 a.m.—5.00 a.m. and in order for the work to be included on the Night Orders you must contact the:

Planning and Scheduling Coordinator
Maintenance of Way
617-222-5419.

Requests for protection services for Operating hours 5.00 a.m.-1.30 a.m. and in order for the work to be included on the Day Orders, you must contact:

Orange, Red, Green, or Blue Line Superintendent as applicable.
617-222-5844 (Orange); 617-222-5099(Red);
617-222-5982 (Green); 617-222-5532 (Blue).

It will be at the sole discretion of the Authority whether the contractor will be allowed to perform work on any particular day or night.

- D. The contractor will be required to provide each flagperson on duty with properly functioning safety equipment as approved by the Authority's Safety Department. This equipment includes but is not limited to: orange safety cones, red, yellow, and green flags, airhoms, hardhats, safety goggles, and hearing protection. The contractor will not be allowed on or adjacent to the right-of-way if flagging personnel are not equipped with required safety personal protective equipment.
- E. The contractor will supply properly functioning Authority-frequency portable radios to each flagperson on duty on a daily basis.. The contractor will be responsible for storing and maintaining radios throughout the life of the contract.
- F. All workers employed by the contractor who are to work within the Authority's stations, track area, right-of-way or adjacent to the traction power system or any high voltage electrical cables, shall be required to attend a safety awareness course at the Authority's Subway Operations Training School. The course is to make the contractor's personnel aware of the particular hazards related to the Authority's operations.
- G. All personnel working on the project site in the immediate vicinity of, or within the right-of-way, are required to wear orange reflective safety vests, similar to standard Authority equipment as specified in the Right-of-Way safety Rulebook.
- H. Work activities necessitating the traction power system (third rail and catenary) deenergization will require the services of an Authority power lineperson on site at all times and the contractor is responsible for any. costs incurred by the Authority as. a result of this action.

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- I. Prior to the implementation of the contracted work, and throughout the life of the contract, the contractor will be required to supply professionally rendered signs, as directed by the Authority's Marketing Department. These signs will include, but are not limited to, the following:
1. Informational signs for revenue service diversion.
 2. Station directional and stairway, platform, exit closing signs.
 3. General project informational signs for Authority customers.
- J. Upon the direction of the Authority's Chief Engineer of Design and Construction, Director of Safety, and or Director of Subway Operations or their representatives, the contractor will be required to supply and install partitions and wooden barricades to cordon off the work site; such partitions and barricades shall be maintained and remain graffiti free by the contractor for the duration of the project.
- K. Upon direction from the Authority's Chief Engineer of Design and Construction and / or Director of Subway Operations or their representatives, the contractor will supply the following when site conditions warrant:
1. Emergency and temporary lighting.
 2. Exhaust fans of sufficient size and numbers to adequately ventilate the work site, tunnel and or adjacent stations.
 3. Fire and / or garden hose for the purpose of dust control.
- L. It shall be the responsibility of the contractor to keep the Authority informed prior to all times when they intend to perform hazardous work. Failure of the contractor to provide the Authority with suitable advance notice of hazardous work will result in the stoppage of the work by the Authority until such time as sufficient numbers of protection personnel are on duty at the site.

6. ANNUAL CERTIFICATION OF HI-RAIL EQUIPMENT

- A. All equipment used by the contractor on Authority property shall be inspected by the Maintenance of Way engineer and/or the MBTA Safety Department for clearance and safety standards, and shall not be used if considered unsafe. All contractor/ subcontractor equipment (including hi-rail) operators must be trained, certified, and properly licensed. Documentation of same must be readily available and provided to the Authority upon request. If the contractor equipment is involved in a derailment or near miss incident or an accident, which caused injury or exposed personnel to injury and or caused damage to Authority property, that equipment will be subject to the Impound Policy Procedure.
- B. Contractor equipment to be used on or in the vicinity of the track shall be in first class condition, so as to positively prevent any failure that would cause delay in Authority operations or damage to its property or compromise the health and safety of personnel working on the project. Equipment shall not be placed or operated within the fouling distance of track without first obtaining the permission of the Authority.
- C. The contractor shall not, at any time, operate equipment or machinery over Authority's right-of-

MBTA SPECIAL INSTRUCTIONS

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way without the use of hi-rail gear. All equipment that the contractor proposes to operate shall 'be modified to operate over the Authority's track and special work (e.g., switches, crossover frogs third rail, and restraining rail). Qualified Authority personnel shall control the movement of all hi-rail equipment at all times while operating on the Authority right-of-way. The contractor shall supply a portable radio for each hi-rail vehicle entering the Authority's right-of-way. No hi-rail equipment will be allowed on Authority's property without a functioning portable radio tuned to an Authority frequency.

- D. The contractor shall furnish hi-rail equipment capable of operating within the strict confines of the right-of-way. No Authority owned equipment is available for the contractor's use. In addition to equipment necessary to complete the work on a regular basis, the contractor shall be required to have on site sufficient standby equipment capable of: a) removing disabled equipment from the right-of way, and b) replacing disabled equipment in order to return the right-of-way to normal operating status by the end of the designated work period. As part of the pre-qualification statement, the contractor shall furnish an itemized list of all equipment to be used on the project, including:
1. Type of equipment (e.g., pickup, flatbed or dump trucks, excavator, cranes, etc.).
 2. Make, model and date of manufacture.
 3. Ownership.
 4. Present use and date of availability.
 5. Location where equipment may be inspected by Authority personnel during the prequalification period.
- E. The contractor shall have proof of competency for hi-rail operators (e.g., documentation, that the operator of hi-rail equipment is certified to operate that specific piece of equipment). The Authority reserves the right to review the lesson plan and audit the training class. The hi-rail operator will be responsible for ensuring and documenting that the vehicle is safe for operation and that all required equipment is present and properly secured. This must be done on a daily basis prior to operating the equipment.
- F. The contractor is required to have an Annual Certification of hi-rail equipment (separate form the Registry Inspection) signed by a competent person (e.g. Manufacturer's representative) asserting to the fact that the equipment is Original Equipment Manufacturer (OEM), that it conforms to the latest standards, was installed per the manufacturer's specification, and is functioning properly.
- G. The contractor must keep a copy of the Manufacturer's Operating Manual or instructions onboard the hi-rail equipment at all times.
- H. The operator shall operate the hi-rail equipment at a reasonable speed for the existing conditions, being alert for another vehicle (or any other obstruction along the right of way). In addition, said operator must maintain a safe spacing of traveling equipment.
- I. The contractor's hi-rail vehicles must be equipped with a horn (warning device), and an exhaust gas purifier.
- J. All equipment when used in tunnels and or darkness must conform to the Authority's standards for

MBTA SPECIAL INSTRUCTIONS

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headlights and marker lights. In addition, when vehicles are operating in tandem such as rail carts; flat cars, etc., such vehicles must be equipped with a flashing/strobe light when the lead vehicle is other than the operating vehicle. Diesel powered equipment only will be allowed in the tunnel and shall be removed from the tunnel each night unless otherwise permitted by the Director of Subway Operations.

K. Contractors must comply with the Authority's Propane Gas policy.

L. Contractor's doing "hot work" must have appropriate permits and follow all applicable rules and procedures for same.

MBTA Railroad Operations Track Outage Request Form

MBTA Railroad Operations Track Outage Request

REQUESTOR: please email completed form to
mrodrigues@mbta.com by Friday, for request to
be considered by Track Outage Committee (TOC)
the following week.

TOR Form 3.1
Effective 4/1/22
P. 1

1 Is this an emergency request?

No. This is a planned Maintenance, or Capital Planning project.

Yes. This is an unplanned project.

2 Who is requesting the outage?

Name, title, department

Mobile number Email

3 What type of work is happening?

Project name Project description

Please check box for item requiring work.

Tie
 Rail
 Signal
 Station
 Bridge
 Other _____

4 When is the outage proposed to take place?

Weekdays only

Start and end dates

Weekdays and weekends

Start and end dates

Weekend(s) only

If multiple weekends, please list start and end dates for each weekend.

Start and end time each day (Please use standard time.)

24 hour outage

Start and end dates

Primary Outage
This work IS NOT taking place during an existing, planned outage. (It is not a 'piggyback' project.)

Secondary Outage (Also known as a 'piggyback' project.)
This work IS taking place during an already-planned, primary outage.

Name of simultaneous primary outage

5 What type of outage is required and where is the outage happening?

Type of Outage

A Outage A
DOES NOT require bus shuttles

B Outage B
DOES require bus shuttles

Commuter Rail Line/Branch

Fairmount

Fitchburg

Framingham/Worcester

Franklin

Greenbush

Haverhill Wildcat

Kingston Plymouth

Lowell

Middleborough

Needham

Newburyport Rockport

Providence Stoughton

Exact Location

Include details such as: mile marker, interlocking, distance from station, facing direction, affected stations, cities, or towns.

Additional Details

<p>Outage Type A</p> <p><input type="radio"/> Single track outage</p> <p><input type="radio"/> Station open during construction</p> <p><input type="radio"/> Platform change</p>	<p>Outage Type B</p> <p><input type="radio"/> Full track outage</p> <p><input type="radio"/> Branch outage</p> <p><input type="radio"/> Line outage</p> <p><input type="radio"/> Station closed for construction</p>
---	---

6 Where else on the MBTA system (commuter rail or subway) are outages taking place during this time?

Please list other Capital Improvement Project outages also taking place at this time.

Note: When planning an outage, every effort should be made to provide passengers with no more than a 2-seat ride during a diversion. Example – Shuttle bus to train. Overlapping diversions, which cause customers to transfer to a third vehicle during a trip, are discouraged. Example – Shuttle bus to shuttle bus to train.

The process and timeline to request and plan an MBTA Commuter Rail track outage

1. Outage type



Outage A
DOES NOT require bus shuttles

An “Outage A” project may include single track work, a platform change for customers, or planned delays of 10 minutes or less. The work being done does not require bus shuttles, or a change to the public schedule. Due to its relative simplicity, the approval process for an “Outage A” project will take about 1-2 weeks from the time the form is submitted to the start of work.



Outage B
DOES require bus shuttles

Outages requiring a bus diversion involve extensive planning, coordination with multiple departments, and advance notice to customers. While “Outage B” requests may take up to 14 weeks from the time the request is submitted to the start of work, the Track Outage Committee (TOC) will work with you to identify a specific timeline, should it be needed.

2. Approximate timeline (from submission of the track outage request form to the start of work)



Weeks 1-2
for outage
types
A and B

Week 1

Outage request submitted, committee review

- Track outage request form submitted by Friday for consideration the following Tuesday during the weekly Track Outage Committee (TOC) meeting.
- TOC reviews, recommends adjustment, signs-off, and forwards to leadership for final ok.

Week 2

Final approval and notification

- For Type A Outage, final approval from Chief Railroad Officer required.
- For Type B Outage, final approval from Chief Railroad Officer, and Executive Director required.

Weeks 3-14

Transportation, planning, contracting, and scheduling

- Bus shuttles contracted.
- Shuttle/train schedule drafted and field tested.
- Train schedule change coordinated with other train operators.
- Bus-train schedule finalized and approved internally.

Diversion schedule, public communications and passenger support planning

- Customer communication plan: service advisory, signage plan, and passenger support plan finalized.
- Schedule produced, printed, and converted to ADA format for website inclusion.
- Website updates include pre-programmed schedules, trip planner, and project page.

Weeks 9-14

Elected officials, train crews, customers, and the media

- Elected officials notified via calls, emails, legislative briefing. In some cases, a public meeting may be required.
- Public outreach includes: T-alerts, Tweets, announcements, electronic displays, station posters, banners, schedule distribution, and shuttle directional signage.
- Media outreach may include press advisory, press release, or responses to questions from the media.

Weeks 11-14

Customers notified in advance to allow them time to plan accordingly.

Week 14

Track outage begins

Days 1-3, passenger assistance at key stations.

- On-site officials track shuttle bus service, and train connections to ensure a smooth ride.
- Tracking and customer support ongoing during diversion.



Weeks 3-14
for outage
type B
only

MBTA Railroad Operations Track Outage Approval

Please sign, save, and email this document to the next person on the list.
For tracking purposes, please c.c. mrodrigues@mbta.com.

TOCM denotes Track Outage Committee Member.

TOR Form 3.1
Effective 4/1/22
P. 3

1 Outage Requestor (from first page)

Name and title Email:

Date

2 MBTA Railroad Operations TOCM Facilitator

Margarita Rodrigues mrodrigues@mbta.com
--

Date

3 MBTA Capital Delivery Project Manager

Name and title Email:

Date

4 Keolis Director of Transportation/TOCM (or Designee)

Name and title Email:

Date

5 Keolis Director of Force Account/TOCM (or Designee)

Name and title Email:

Date

6 Keolis Director of Customer Service/TOCM (or Designee)

Linda Dillon linda.dillon@keoliscom
--

Date

7 MBTA Director of Service Experience/Temporary Service/TOCM (or Designee)

Gideon Guilman gguilman@MBTA.com

Date

8 MBTA Railroad Operations Director of Engineering/TOCM (or Designee)

Brian Mellen bmellen@mbta.com

Date

9 MBTA Deputy Director of Railroad Operations/TOCM (or Designee)

Eric Ciborowski eciborowski@mbta.com

Date

10 MBTA Railroad Operations AGM Customer Communications/TOCM

Rose Yates ryates@mbta.com

Date

11 MBTA Chief of Railroad Operations

Ryan Coholan rcoholan@mbta.com

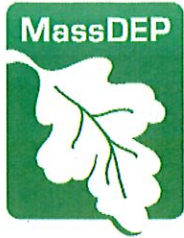
Date

12 MBTA Executive Director of Commuter Rail

Mike Muller mmuller@mbta.com

Date

Mass Department of Environmental Protection
Superseding Order of Conditions



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Northeast Regional Office • 205B Lowell Street, Wilmington MA 01887 • 978-694-3200

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

April 12, 2018

Ms. Catherine Cagle
c/o City of Waltham – Planning Department
119 School Street, Suite 25
Waltham, MA 02451

RE: **WETLANDS/WALTHAM**
DEP File #316-0744
1265 Main Street to Beaver Street
Superseding Order of Conditions

Dear Ms. Cagle:

The Northeast Regional Office of the Massachusetts Department of Environmental Protection, Wetlands Program (“MassDEP”), has completed its review of the file referenced above in preparation for issuance of a Superseding Order of Conditions (“SOC”). Pursuant to the provisions of the Wetlands Protection Act (the “Act”) under Massachusetts General Laws, Chapter 131, Section 40, MassDEP is issuing the enclosed SOC allowing the project based upon: 1) information and plans submitted; 2) information gathered during the site inspection; and 3) conditions MassDEP has deemed necessary to protect the statutory interests identified in the Act.

The project as presented in the Notice of Intent (“NOI”) is for the construction of a 2.74 mile, paved shared-use path with grassed shoulders, stormwater management systems and landscaping improvements. All work will take place along an existing, abandoned MBTA rail line. Approximately 23-miles of this rail line are proposed to be redeveloped to create the Wayside Trail that will extend from Berlin, MA to Waltham, MA. The City of Waltham is proposing to construct the Waltham component of the trail beginning at 1265 Main Street and ending at Beaver Street.

On October 3, 2018, the Waltham Conservation Commission (the “Commission”) issued an Order of Conditions (“OOC”) approving the project. In this decision the Commission found that the proposed work could be conditioned to meet the performance standards set forth in the Act and Regulations.

On October 26, 2018, MassDEP appealed the OOC based on its determination that the OOC did not comply with the Regulations at 310 CMR 10.57(4) for Bordering Land Subject to Flooding (“BLSF”) and at 310 CMR 10.05(6)(k) for Stormwater Management Standards.

On November 28, 2018, MassDEP staff conducted a site inspection. In attendance were you, your representatives, and members of the Commission. During the site visit, the proposed project was discussed and the group walked the project site to observe existing site conditions.

MassDEP’s review of the file and site inspection confirms that the project site contains the following Areas Subject to Protection Under the Act: Bordering Vegetated Wetlands (“BVW”), Inland Bank, Land Under Water (“LUW”), BLSF and Riverfront Area (“RA”). These areas are significant to the statutory interests listed on the attached form. Only a section of the overall proposed shared-use path is located within the Buffer Zone to BVW and Inland Bank, BLSF and RA. Work to reconstruct a section of the existing timber bridge abutments (associated with the shared-use path) over Beaver Brook will permanently alter 4 square feet of LUW and temporarily alter approximately 735 square feet of LUW. Under the Regulations, footpaths, bike paths and other paths for pedestrian and/or non-motorized vehicle access are required to meet the Stormwater Management Standards to the maximum extent practicable provided there is no discharge that may potentially affect a critical area.

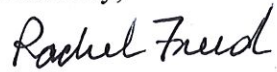
On December 13, 2018, MassDEP issued a letter requesting revisions to the plans for areas of the project located within BLSF and a re-evaluation of potential stormwater control measures that could be utilized to meet the stormwater management standards to the maximum extent practicable.

Based on the information received from your representative on March 15, 2019, MassDEP issued a follow-up email on March 21, 2019 requesting further revisions to the plan set and additional information regarding proposed compensatory flood storage. On April 5, 2019, your representative provided the requested information.

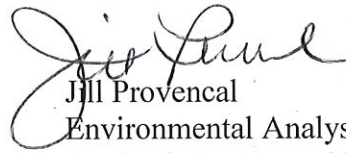
It is MassDEP’s opinion that the project, as currently proposed, meets the performance standards under 310 CMR 10.57(4), 310 CMR 10.05(6)(k), 310 CMR 10.58, 310 CMR 10.56 for BLSF, Stormwater Management, Riverfront Area and LUW, respectively. It is MassDEP’s opinion that the enclosed SOC allowing the project serves to protect the interests of the Act, Massachusetts General Laws, Chapter 131, Section 40. Please be advised that it is MassDEP’s responsibility to address only those interests identified in the Act. However, MassDEP reserves the right, should there be further proceedings in this case, to raise additional issues and present further evidence as may be appropriate. Should any party dispute these findings, please consult the language in the Order that specifies your rights and procedures for appeal.

Should you have any questions, please contact Jill Provencal at (978) 694-3250.

Sincerely,



Rachel Freed
Deputy Regional Director
MassDEP – NERO



Jill Provencal
Environmental Analyst
Wetlands Program - NERO

cc: Waltham Conservation Commission, 119 School Street, Waltham, MA 02451



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection – Wetlands Program
Superseding Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

316-0744

A. General Information

1. From: Northeast Regional Office
Massachusetts Department of Environmental Protection (MassDEP/the Department)

2. This issuance is for (check one): a. Superseding Order of Conditions
 b. Amended Superseding Order of Conditions

3. To: Applicant:

Catherine Cagle
 a. First Name, Last Name
c/o City of Waltham – Planning Department
 b. Company
 c. Organization
19 School Street, Suite 25
 d. Mailing Address Line 1
Waltham MA 02451
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

Priscilla Geigis
 a. First Name b. Last Name
Massachusetts Department of Conservation and Recreation
 c. Organization
251 Causeway Street
 d. Mailing Address Line 1
Boston MA 02114
 e. City/Town f. State g. Zip Code

5. Project Location:

1265 Main Street to Beaver Street Waltham
 a. Street Address b. City/Town
N/A (MA Central Railroad right of way) N/A (MA Central Railroad right of way)
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: _____
 e. Latitude f. Latitude



A. General Information (cont'd)

6. Property recorded at the Registry of Deeds (attach additional information if more than one parcel):

Middlesex South

a. County

13156

c. Book

b. Certificate (if registered land)

34

d. Page

7. Dates: August 22, 2018 October 3, 2018 November 28, 2018
 a. Date NOI Received b. Date Local Order Issued c. Date of SOC Site Visit

8. Final Approved Plans and Other Documents (attach additional plans or document references):

"City of Waltham, Plan and Profile of Wayside Trail in the City of Waltham"

a. Plan Title

PARE Corporation

b. Prepared By

March 31, 2019

d. Final Revision Date

See Condition #20

f. Additional Plan or Document Title

Amy J. Archer, P.E. No. 50439

c. Signed and Stamped By

Various

e. Scale

g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act - Following the review of the above-referenced Notice of Intent and based on the information provided in this application, the Department finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Department hereby finds the project, as proposed, is (check one):

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. The Department orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



B. Findings (cont'd)

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

3. <input checked="" type="checkbox"/> Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)					<u> </u> a. linear feet
	Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank		<u> </u> a. linear feet	<u> </u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland		<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways		<u>4 Perm/735 temporary</u>	<u>4 Perm/735 temporary</u>	<u> </u> c. square feet	<u> </u> d. square feet
		<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding		<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	Cubic Feet Flood Storage	<u>3139.83</u>	<u>3139.83</u>	<u>15708.33</u>	<u>15708.33</u>
		<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding		<u> </u> a. square feet	<u> </u> b. square feet		
	Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront area		<u>119,525</u>			
	Sq feet within 100 feet	<u>83,255</u>	<u>83,255</u>		
		<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
	Sq feet between 100-200 feet	<u>36,270</u>	<u>36,270</u>		
		<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

10. <input type="checkbox"/> Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)					<u> </u> a. linear feet
11. <input type="checkbox"/> Designated Port Areas - Indicate size under Land Under the Ocean, below					
		Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
12. <input type="checkbox"/> Land Under the Ocean		<u> </u> a. square feet	<u> </u> b. square feet		
		<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
13. <input type="checkbox"/> Barrier Beaches - Indicate size under Coastal Beaches and/or Coastal Dunes below.					



B. Findings (cont'd)

- | | | | | |
|--|-------------------|-------------------|-----------|-----------------|
| 14. <input type="checkbox"/> Coastal Beaches | a. square feet | b. square feet | c. c/y | d. c/y nourish. |
| 15. <input type="checkbox"/> Coastal Dunes | a. square feet | b. square feet | c. c/y | d. c/y nourish. |
| 16. <input type="checkbox"/> Coastal Banks | a. linear feet | b. linear feet | | |
| 17. <input type="checkbox"/> Rocky Intertidal Shores | a. square feet | b. square feet | | |
| 18. <input type="checkbox"/> Salt Marshes | a. square feet | b. square feet | c. square | d. square feet |
| 19. <input type="checkbox"/> Land Under Salt Ponds | a. square feet | b. square feet | | |
| | c. c/y dredged | d. c/y dredged | | |
| 20. <input type="checkbox"/> Land Containing Shellfish | a. square feet | b. square feet | c. square | d. square feet |
| 21. <input type="checkbox"/> Fish Runs - Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above | a. c/y dredged | b. c/y dredged | | |
| 22. <input type="checkbox"/> Land Subject to Coastal Storm Flowage | a. square feet | b. square feet | | |
| 23. <input type="checkbox"/> Riverfront area | a. total sq. feet | b. total sq. feet | | |
| Sq feet within 100 feet | c. square feet | d. square feet | e. square | f. square feet |
| Sq feet between 100-200 feet | g. square feet | h. square feet | i. square | j. square feet |

C. General Conditions Under Massachusetts Wetlands Protection Act

Brief Project Description of Permitted Activities:

The construction of an approximately 2.74 mile paved shared use path.



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Superseding Order of Conditions, this Amended Superseding Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Superseding Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Department on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
"Massachusetts Department of Environmental Protection" [or, "MA DEP"]
"File Number 316-0744 "



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Department of Environmental Protection.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Department in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Department.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Department, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. **The work associated with this Order (the “Project”) is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMPs Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, and acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission (“Commission”) upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (See attached sheet(s) or below for additional Special Conditions numbered 20 through 41.

See attached



D. Findings Under Municipal Wetlands Bylaw or Ordinance

To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no jurisdiction to supersede the local by-law order.

E. Issuance

This Order is valid for three years from the date of issuance, unless otherwise specified as a special condition pursuant to General Conditions # 4 or # 6.

Issued by: **Massachusetts Department of Environmental Protection:**

Northeast

MassDEP Regional Office

Rachel Freed

Deputy Regional Director Signature

Rachel Freed

Deputy Regional Director Printed Name

April 12, 2019

Date

This Order is issued to the applicant as follows:

by Hand delivery on

by certified mail on:

4.12.19

Date

Date – Certified Mail #



F. Appeal Rights and Time Limits

The applicant, the landowner, the conservation commission, any person aggrieved by the Superseding Order, Determination or other Reviewable Decision as defined at 310 CMR 10.04, who previously participated in the proceedings leading to this Reviewable Decision, the conservation commission, or any ten (10) residents of the city or town where the land is located if at least one resident was previously a participant in the permit proceeding, are hereby notified of their right to appeal this Reviewable Decision pursuant to M.G.L. c.30A, § 10, provided the request is made by certified mail or hand delivery to the Department, along with the appropriate filing fee and a MassDEP Fee Transmittal Form within ten (10) business days of the date of issuance of this Superseding Order or Determination, and addressed to:

Case Administrator
Office of Appeals and Dispute Resolution
Massachusetts Department of Environmental Protection
One Winter Street, 2nd Floor
Boston, MA 02108

A copy of the request (hereinafter also referred to as Appeal Notice) shall at the same time be sent by certified mail or hand delivery to the Conservation Commission, the applicant, the person that requested the Superseding Order or Determination, and the issuing office of the MassDEP at:

MassDEP – Northeast Region
Wetlands Program
205B Lowell Street
Wilmington, MA 01887

In the event that a ten-resident group requested the Superseding Order or Determination, the Appeal Notice shall be served on the designated representative of the ten resident group, whose name and contact information is included in this Reviewable Decision (when relevant).

Contents of Appeal Notice

An Appeal Notice shall comply with the Department's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6) and 310 CMR 10.05(7)(j), and shall contain the following information:

- a) the MassDEP Wetlands File Number, name of the applicant, landowner if different from applicant, and address of the project;
- b) the complete name, mailing address, email address, and fax and telephone numbers of the party filing the Appeal Notice; if represented by consultant or counsel, the name, fax and telephone numbers, email address, and mailing address of the representative; if a ten residents group, the same information for the group's designated representative;
- c) if the Appeal Notice is filed by a ten (10) resident group, then a demonstration of participation by at least one resident in the previous proceedings that led to this Reviewable Decision;
- d) if the Appeal Notice is filed by an aggrieved person, then a demonstration of participation in the previous proceeding that lead to this Reviewable Decision and sufficient written facts to demonstrate status as a person aggrieved;
- e) the names, telephone and fax numbers, email addresses, and mailing addresses of all other interested parties, if known;



F. Appeal Rights and Time Limits (cont.)

- f) a clear and concise statement of the alleged errors contained in the Department's decision and how each alleged error is inconsistent with 310 CMR 10.00 and does not contribute to the protection of the interests identified in the Wetlands Protection Act, M.G.L. c.131, § 40, including reference to the statutory or regulatory provisions that the party filing the Appeal Notice alleges has been violated by the Department's Decision, and the relief sought, including any specific desired changes to the Department's decision;
- g) a copy of the Department's Reviewable Decision that is being appealed and a copy of the underlying Conservation Commission decision if the Reviewable Decision affirms the Conservation Commission decision;
- h) a statement that a copy of the request has been sent by certified mail or hand delivery to the applicant and the conservation commission; and
- i) if asserting a matter that is Major and Complex, as defined at 310 CMR 10.04(1), a statement requesting that the Presiding Officer make a designation of Major and Complex, with specific reasons supporting the request.

Filing Fee and Address

A copy of the Appeal Notice along with a MassDEP Fee Transmittal Form and a valid check or money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.



G. Recording Information

This Superseding Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Department.

To: Massachusetts Department of Environmental Protection Northeast Regional Office
 Issuing Authority
205B Lowell Street, Wilmington, MA 01887
 MassDEP Regional Office Address

Please be advised that the Order of Conditions for the Project at:

1265 Main Street to Beaver Street, Waltham, MA 316-0744
 MassDEP File Number

Has been recorded at the Registry of Deeds of:

Middlesex South
 County Book Page

For: Property Owner

and has been noted in the chain of title of the affected property in:

Book Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number Signature of Applicant

SUPERSEDING ORDER OF CONDITIONS
DEP File Number 316-0744

Special Conditions

20. All work shall conform with the following plans, reports and special conditions:

- a) "City of Waltham, Plan and Profile of Wayside Trail in the City of Waltham," prepared by PARE Corporation, signed and stamped by Amy J. Archer, P.E., final revision date March 31, 2019.
- b) "Long Term Pollution Prevention Plan, Wayside Trail, Waltham, Massachusetts," prepared by PARE Corporation, dated August 2018.
- c) "Operation and Maintenance Manual, Wayside Trail, Waltham, Massachusetts," prepared by PARE Corporation, dated August 2018.
- d) "Stormwater Management Report, Wayside Trail, Waltham, Massachusetts," prepared by PARE Corporation, dated August 2018.

21. This Superseding Order supersedes all previous Orders issued for this project, DEP File#316-0744. All work shall conform to the Notice of Intent and plans and documentation referenced above unless otherwise specified in this Superseding Order. In case of a conflict, the Conditions of this Superseding Order shall prevail.

22. A copy of this Superseding Order shall be included in all construction contracts and shall supersede any conflicting requirements.

23. A copy of this Superseding Order as well as the plans and reports referenced in Condition #20 shall be available on site while activities regulated by this Order are being performed. In addition to the owners, all contractors and subcontractors shall be held responsible for compliance with this Superseding Order.

24. No work shall commence on-site until all appeal periods have elapsed and this Superseding Order of Conditions has been recorded with the Registry of Deeds and MassDEP has been formally notified via the form provided at the end of this Order.

25. This Superseding Order shall apply to any successor or assigns in interest or control and any other party engaging in activity on the property identified in the Notice of Intent.

26. Any proposed or executed change in the plans approved under this Superseding Order shall require the applicant to file a new Notice of Intent with the conservation commission or to inquire of MassDEP in writing whether the change is substantial enough to require a new filing. A copy shall be sent at the same time to the Waltham Conservation Commission. Any errors in the plans or information submitted by the applicant shall be considered changes and the above procedures shall be followed.

27. Members and agents of MassDEP and the Waltham Conservation Commission shall have the right to enter and inspect the premises to evaluate compliance with the conditions contained in this Superseding Order, and may require the submittal of any data deemed necessary by MassDEP for that evaluation.

28. The applicant shall employ an Environmental Monitor (EM) to oversee all activities located on the project site, including but not limited to supervision of the maintenance and replacement of all erosion controls and stormwater management BMP. The Environmental Monitor shall be responsible for ensuring compliance with this SOC during construction. The applicant shall provide MassDEP and the Waltham Conservation Commission with the name(s), address(es) and telephone number(s) of the Environmental Monitor and his or her alternate prior to the start of work.
29. The Environmental Monitor shall inspect erosion controls on a weekly basis and after any storm events and shall have the authority to modify existing controls or require additional controls if he or she deems it necessary. The Environmental Monitor shall immediately control any erosion problems that occur on the site and shall immediately notify MassDEP and the Waltham Conservation Commission if any sediment discharges to a wetland resource area. MassDEP reserves the right to require additional erosion control.
30. The Environmental Monitor shall report in writing to MassDEP and the Waltham Conservation Commission once every month while construction is underway within the 100-foot buffer zone, Land Under Water and Bordering Land Subject to Flooding to confirm that all activities are in compliance with the conditions of this SOC. The status report shall at a minimum include a description of any erosion control problems, progress on construction and grading, changes in construction schedule, actions taken to address problems and any other recommendations for site management.
31. Prior to the start of work, the applicant shall submit a construction sequence to MassDEP and the Waltham Conservation Commission for approval by MassDEP. The construction sequence shall include a plan showing the location of any material stockpile areas and any temporary, construction period, stormwater BMPs.
32. Prior to the start of work, erosion controls consisting of silt fence and staked haybales shall be installed between the limits of work and the wetland resource areas. These barriers shall serve as the limit of disturbance and shall be installed as close to the work area as possible. Erosion controls shall remain in place until MassDEP approves their removal.
33. No soil or other materials shall be stockpiled within 100 feet of wetland resource areas.
34. Upon completion of construction, all exposed soils shall be seeded with appropriate vegetation or otherwise stabilized by a method acceptable to MassDEP and Waltham Conservation Commission.
35. At no time during or after construction shall fill or other materials be placed, slump into or fall beyond the limit of grading as shown on the plan. The Environmental Monitor shall be responsible for inspecting and maintaining all slopes and shall immediately notify MassDEP and the Waltham Conservation Commission if slumping, erosion or encroachment occurs.
36. Excess soil, rock and debris excavated or generated during the course of this project shall be removed from the site and disposed of in a legal manner. Records of the destination of all materials, including excess fill and loam, to be removed from the site shall be kept on file and shall be provided to the MassDEP and the Waltham Conservation Commission upon request.

37. Storing, servicing or cleaning of equipment, including but not limited to fueling, changing, adding or applying lubricants or hydraulic fluids, or washing/rinsing of trucks or equipment, shall be performed outside the 100-foot buffer zone.

38. During work on this project, there shall be no discharge or spillage of fuel, oil or other pollutants, including sediments, onto any part of the site. The applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident or vandalism.

39. The stormwater management BMP shall be managed and maintained in accordance with the project's Operation and Maintenance Plan (referenced in Condition #20) and the conditions contained in this Superseding Order. This Condition shall remain in effect in perpetuity and shall be recorded on the Certificate of Compliance.

40. The application of sand or de-icing materials is prohibited along sections of the shared use path within areas located within the buffer zone to Bordering Vegetated Wetlands and Inland Bank, Riverfront Area and Bordering Land Subject to Flooding.

41. Upon completion of the project, the applicant shall request a Certificate of Compliance from MassDEP and shall submit the following information with the request:

- a) A written statement by a professional engineer or land surveyor registered in the Commonwealth of Massachusetts certifying compliance with the approved plans referenced above and this Superseding Order of Conditions and setting forth deviations, if any exist;
- b) An as-built site plan prepared by a registered land surveyor or registered professional engineer showing location and grades of the project, including but not limited to: the constructed shared-use path, stormwater BMP, and site grading on the project site.

Mass Department of Environmental Protection
Order of Conditions – Extension

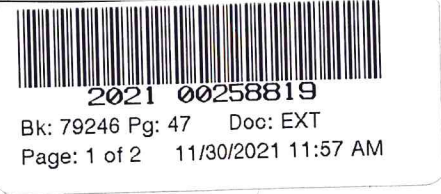
2-0



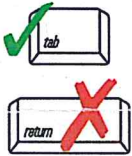
Massachusetts Department of Environmental Protection
 Bureau of Water Resources - Wetlands
Extension Permit for Superseding Orders of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:
 316-0744
 Provided by DEP

A. General Information



Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



- Applicant:
Catherine Cagle c/o City of Waltham – Planning Department
 Name
119 School Street, Suite 25
 Mailing Address
Waltham MA 02451
 City/Town State Zip Code
- Property Owner (if different):
Priscilla Geigis c/o Massachusetts Department of Conservation and Recreation
 Name
251 Causeway Street
 Mailing Address
Boston MA 02114
 City/Town State Zip Code

B. Authorization

The Superseding Order of Conditions (or Extension Permit) issued to the applicant or property owner listed above on:

April 12, 2019 Issued by: Northeast
 Date MassDEP Regional Office
 for work at: 1265 Main St. to Beaver St. N/A N/A
 Street Address City Assessor's Map/Plat Number Parcel/Lot Number

recorded at the Registry of Deeds for:
Middlesex South 72475 191
 County Book Page

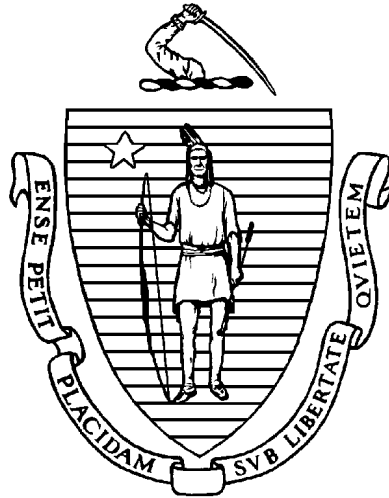
Certificate (if registered land)
 is hereby extended until: April 12, 2025 _____
 Date Date the Superseding Order was last extended (if applicable)

This date can be no more than 3 years from the expiration date of the Superseding Order of Conditions or the latest extension. Only unexpired Superseding Orders of Conditions or Extension may be extended.

The applicant must send a copy of this Extension Permit to the Conservation Commission and the property owner, if applicable.

Issued by Massachusetts Department of Environmental Protection Northeast
 Section Chief, Wetlands Program Signature Jill Provencal Regional Office
Jill Provencal November 19, 2021
 Section Chief, Wetlands Program Printed Name Date

Catherine Cagle, Planning Director
 610 Main St. - City Hall
 Planning Dept.
 Waltham, MA 02452



Department of Conservation and Recreation

Contract Number P25-3582-C1A

PART V

JOB-SPECIFIC SPECIFICATIONS

PART V**JOB-SPECIFIC SPECIFICATIONS
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The measurement and payment of all items shall be in accordance with the MassDOT Standard Specifications for Highways and Bridges, 2024 Edition, unless otherwise noted.

ITEM 102.511 **TREE PROTECTION – ARMORING & PRUNING** **EACH**

The work under this item shall conform to the relevant provisions of Sections 771 of the Standard Specifications and the following:

Tree protection – armoring and pruning shall be used for instances where construction activity (the use of heavy equipment), comes within proximity to potentially damage tree trunk(s) or limbs.

The work shall include the furnishing and installing of temporary tree trunk protection, minor limb pruning, or removal of lower tree limbs to prevent injury to the tree from construction equipment and activities; as shown on the Drawings; and/or as required by the Engineer.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Material used for trunk armoring or mounting shall be such that installation and removal shall not damage the trunk.

Acceptable trunk armoring materials shall include two by four (2x4) wood cladding, mounted with wire or metal strapping, or when duration of construction activities is less than three months, slotted corrugated plastic pipe, mounted with duct tape. Eight (8) ounce untreated burlap shall be used to wrap the tree trunk prior to installation of cladding.

Alternative armoring methods or materials may be acceptable if approved by the Engineer.

The height of tree trunk cladding shall be measured from the base of the tree (including root flare) to the bottom of the first branch, or to a height of eight (8) feet, or as may be required by the Engineer.

ITEM 102.511 (CONTINUED)**METHODS OF WORK**

Prior to construction activities, the Engineer, Contractor, and the Arborist (if item is included in the contract), shall review trees noted on the Drawings to be protected. The final decision and selection of trees to be armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be maintained such that it is effective for as long as required or replaced when materials are found to be damaged or ineffective, as determined by the Engineer. Replacement, if required, shall be incidental to the work. Armoring shall be removed immediately upon completion of work activities adjacent to the protected tree(s).

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

DAMAGES OR LOSS

If trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense, secure the services of an Arborist, described in Item 102.55. The Arborist shall be approved by MassDOT.

If, based on the recommendation of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury; soil compaction remediation; pruning; soil injection fertilization; and/or watering; the damage shall be repaired as soon as possible, within the appropriate season for such work and according to industry standards.

If, based on the recommendation of the Arborist, the Engineer determines that damages are irreparable, or that the damages are such that the tree is sufficiently compromised to pose a future safety hazard, the tree shall be removed. Tree removal shall include cleanup of all wood, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil. Such tree removal(s), grinding, debris removal, and topsoil filling, shall be at the Contractor's expense.

Tree removal from improper or inadequate tree protection shall result in the Engineer assessing the Contractor monetary damages consistent with industry standards for assessed value and/or replacement.

ITEM 102.511 (CONTINUED)**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item 102.511 will be measured and paid at the contract unit price per EACH tree to be armored and pruned. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract or as required by the Engineer.

Payment for work under this item will be scheduled as follows:

- 40% of the value shall be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% of the value shall be paid at the end of construction operations that would potentially damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

No separate payment will be made for costs of remedial actions, Arborist services, tree removal, but all costs in connection therewith shall be included in the Contract unit price bid.

Tree damages assessed, due to lack of or improper tree and plant protective measures being taken, shall be deducted from the contract price of the of the work.

ITEM 102.521**TREE AND PLANT PROTECTION FENCE****FOOT**

The work under this Item shall conform to the relevant provisions of Sections 644 and 771 of the Standard Specifications and the following:

Work under this item shall consist of furnishing, installing, and maintaining tree and plant protection fence(s) in a vertical and taut position; removing and resetting fencing as may be required; and final removal of protection fence(s) at the completion of construction activities, or as otherwise required by the Engineer.

The purpose of the fencing is to signify a construction work-free zone and physical barrier, thereby preventing damage to tree roots, tree trunks, soil, and all other vegetation within this delineated Tree and Plant Protection Zone (TPPZ), as shown on the Drawings, as required by the Engineer, and as described herein.

Protection shall be for the duration of the construction activities unless otherwise required by the Engineer.

ITEM 102.521 (CONTINUED)**MATERIALS**

Tree and plant protection fence(s) shall provide a minimum forty-eight (48) inch tall barrier, that remains vertical and taut. The Fence shall be orange plastic safety fence (recommended where high visibility is necessary), or wooden snow fencing, or other approved material. Posts and anchoring materials shall be incidental to the work.

Per requirements of the Engineer, additional posts, deeper post depths, and/or additional attachments shall be used if the fabric or fence sags, leans or otherwise is not providing visible or physical protection to the TPPZ.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1, Pruning and Part 5, Construction Management Standard. Provision of reference shall be incidental to this item.

Establishment of THE TPPZ

Fencing shall be used to delineate and establish the TPPZ, adjacent to construction areas, staging areas, stockpile areas, as shown on the Drawings, and/or as required by the Engineer.

Fencing shall be located as close to the work zone limit and as far from tree trunk(s) and plants as possible to maximize the area to be protected. Fence shall run parallel and adjacent to construction activity to create a barrier between the work zone and the root zone or designated limit of plants and soils to be protected.

When construction activities surround (or have the potential to surround) trees or plants to be protected, a circular enclosure shall be used. In these instances, the TPPZ limit shall be the drip line of each tree or as close as possible to the drip line, and/or as shown on the Drawings. The drip line is defined as the outermost limit of tree canopy.

The Contractor shall not engage in any construction activity within the TPPZ without the approval of the Engineer. Activities may include operating, moving, or storing equipment, supplies, or materials; and locating temporary facilities, including trailers or portable toilets, Accessing or traversing the TPPZ shall not be permitted.

METHOD OF WORK

TPPZ fencing shall be installed prior to any construction work or staging activities. Fence(s) shall be repositioned where and as necessary for optimum tree and plant protection. Repositioning shall be incidental to this item. TPPZ fencing shall not be moved without prior approval by the Engineer.

ITEM 102.521 (CONTINUED)

The TPPZ shall be protected at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves, and roots of all plants; and contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemicals substance.

After construction activities are completed, or when required by the Engineer, fencing, stakes, and other anchoring materials, if any, shall be removed and disposed off-site by the Contractor.

REQUIRED WORK WITHIN THE TPPZ

In the event that grading, trenching, utility work, or storage is unavoidable within the TPPZ, the Engineer shall be notified. Measures may be required for tree protection and preservations, including air spading; the use of six (6) inch depth of wood chips or approved matting for root protection; pruning of branches; and/or trunk protection. These protection measures shall be paid under applicable contract items.

Landscaping work specified within the TPPZ shall be accomplished by hand tools. Where handwork is not feasible, with permission of the Engineer, work shall be conducted with the smallest mechanized equipment necessary.

TREE AND PLANT INJURY OR LOSS

If the TPPZ is encroached by construction activity without approval, at the discretion of the Engineer, the Contractor may be required to provide a more durable barrier (e.g., Jersey Barriers, chain link fence (if not already in use) to secure the area. Costs of furnishing and installing additional or more durable barrier(s) shall be borne by the Contractor.

In such cases of encroachment, soils shall be considered compacted and tree root injury will be assumed. Action shall be taken as specified below.

In the event that trees designated for protection under this item are injured, including root injury from unapproved trespassing onto the root zone, the Contractor shall, at his own expense, secure the services of an Arborist, described under Item 102.55. The Arborist shall be approved by MassDOT.

In the event of spills, compaction or injury, the Contractor shall take corrective action immediately using methods approved by the Engineer, in coordination with the Arborist.

If, based on the recommendations of the Arborist, the Engineer determines that injuries can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering; the injury shall be repaired as soon as possible, within the appropriate season for such work, and according to industry standards.

ITEM 102.521 (CONTINUED)

If, based on the recommendations of the Arborist, the Engineer determines that injuries are irreparable, or that the injuries are such that the tree is sufficiently compromised to pose a future safety hazard, the tree shall be removed. Tree removal shall include cleanup of all wood, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site and filling the resulting hole with topsoil. Such tree removal(s), grinding, debris removal, and filling, shall be at the Contractor's expense.

Tree removal from improper or inadequate protection of the TPPZ shall result in the Engineer assessing the Contractor monetary damages consistent with industry standards for assessed value and/or replacement.

Shrubs removals from improper or inadequate protection of the TPPZ shall be replaced with plants of similar species and equal size or the largest size plants reasonably available. The Engineer shall approve the size, quality, and quantity of the replacement plant(s). Each replacement shall include a minimum of one year of watering and establishment care, specified under Section 771.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Tree and Plant Protection Fence will be measured by the FOOT, complete in place, by the length along the top of the fence.

Tree and plant protection fence will be paid for under the contract unit price per FOOT, complete in place and shall include all materials, labor, and equipment required to furnish, install, anchor, maintain, and remove the fence upon completion, as described herein. Posts, temporary footings, anchoring and removal upon completion, shall be incidental to this item.

No separate payment will be made for costs of remedial actions, including addition of more durable barriers, Arborist services, tree or plant removal, shrub replacement and establishment, but all costs in connection therewith shall be included in the Contract unit price bid.

Tree damages assessed, due to lack of or improper tree and plant protective measures being taken, shall be deducted from the contract price of the work.

Payment for work under this item will be scheduled as follows:

- Forty (40) percent of the value payment will be made upon installation of TPPZ fencing.
- Sixty (60) percent of the value payment will be made when TPPZ fencing materials have been maintained to function as specified for the intended duration and removed and disposed off-site at the completion of protection measure requirement.

ITEM 107.97**STRUCTURAL STEEL REPAIRS****FOOT**

DESCRIPTION: All work shall be in accordance with the relevant provisions of Sections 960 and 961 of the Standard Specifications, the Special Conditions of the Contract, and the following:

The work to be done under this Item consists of demolition and work involving existing painted steel, providing new steel, removing rivets, and replacing missing steel and fasteners in order to repair the deteriorated/damaged under-bridge diagonal steel bracing members and connection plates, and horizontal gusset plates. Photos of respective areas of repair/replacement have been included at the end of the specification.

Gusset plates shall be replaced to the best extent practicable, particularly at areas where existing damage to floor beams is present.

The work also includes all tasks associated with lead paint as described in Section 961.

MATERIALS: All new structural steel used in the repairs shall be AASHTO designation M 270 (ASTM A 709) Grade 36 or 50, and all fasteners shall be ASTM A325 high strength bolts and nuts. All new structural steel and connectors shall be hot-dipped galvanized in accordance with the MassDOT Standard Specifications.

CONSTRUCTION METHODS: The contractor shall assume that the coatings on the existing steel contain lead (Pb), unless otherwise determined by testing. All demolition and work involving painted steel shall conform to the requirements of Section 961.

All existing steel member surfaces that will be in permanent contact with new steel shall be cleaned to at least SSPC-SP3 and primed with an approved primer before performing the repairs.

The methods of procedures, materials, equipment, and anchorage proposed by the Contractor shall be submitted on a standard shop drawing for approval by the Engineer prior to beginning of work. Approval shall not relieve the Contractor of responsibility for the successful completion of the work.

The work shall be done by methods not likely to produce fracture or other injury to the steel members. Torch cutting or heating of steel will not be permitted for rivet removal where the rivet is connected to any component to remain.

During the course of the work, it may be necessary to disconnect, support, or adjust steel which is to remain in the structure. For these situations, the Contractor shall submit his proposals for disconnecting, supporting, or adjusting the steel, as necessary, to the Engineer for approval. The Contractor's proposals shall be approved prior to the actual commencement of any disconnecting, supporting, or adjusting of steel. If, in the opinion of the Engineer, the Contractor's operations damage other members of the structure being repaired, he/she shall be required to change his/her methods of operations and make all necessary repairs to the damaged member as ordered by the Engineer at no additional cost to the State.

Welding will not be permitted.



Photo 1: Overall underside view, looking east.

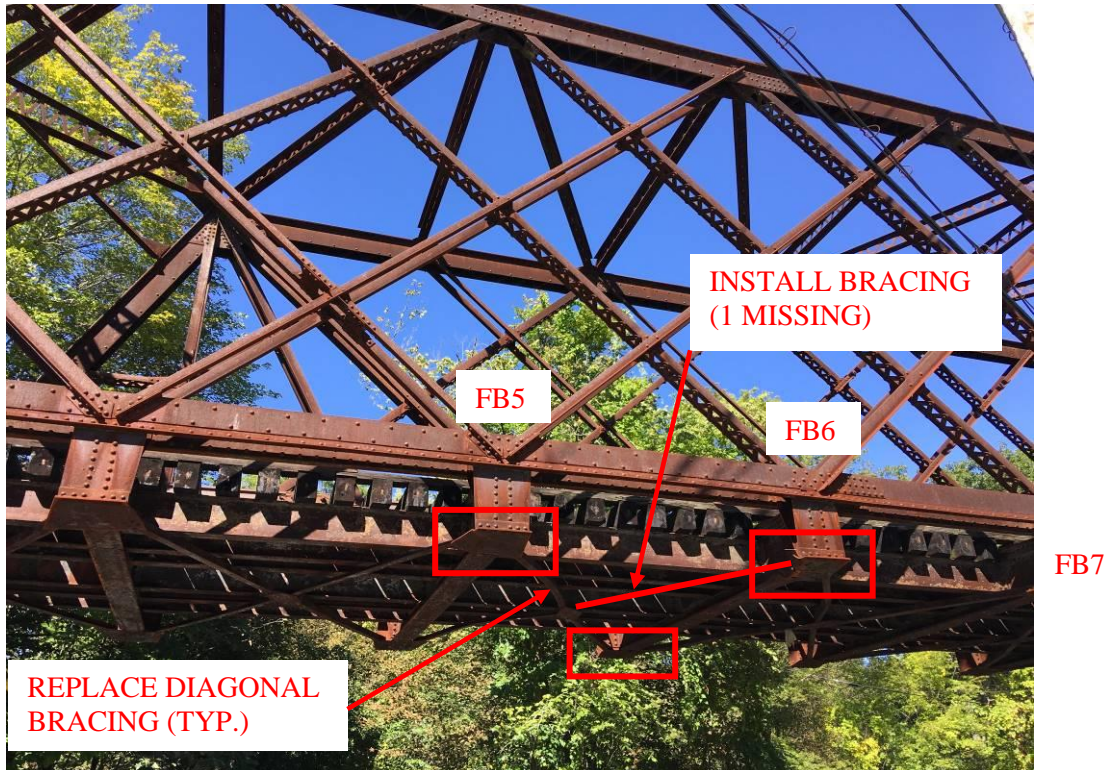


Photo 2: Floor beams 5 and 6, south side, looking north.

Replace north gusset plate at Floor beam 5, and north and south gusset plates at Floor beam 6. Replace all diagonal bracing members between Floor beams 5 & 6 and 6 & 7. Install missing bracing as shown.

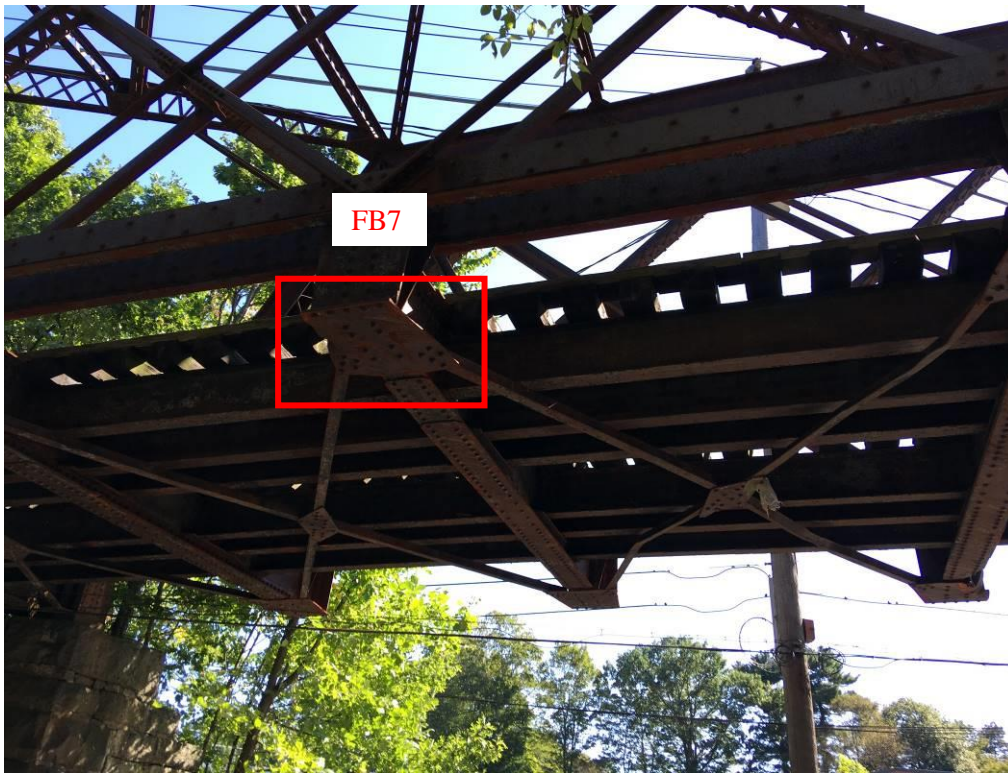


Photo 3: Floor beam 7, north side, looking south. — Replace north gusset plate.

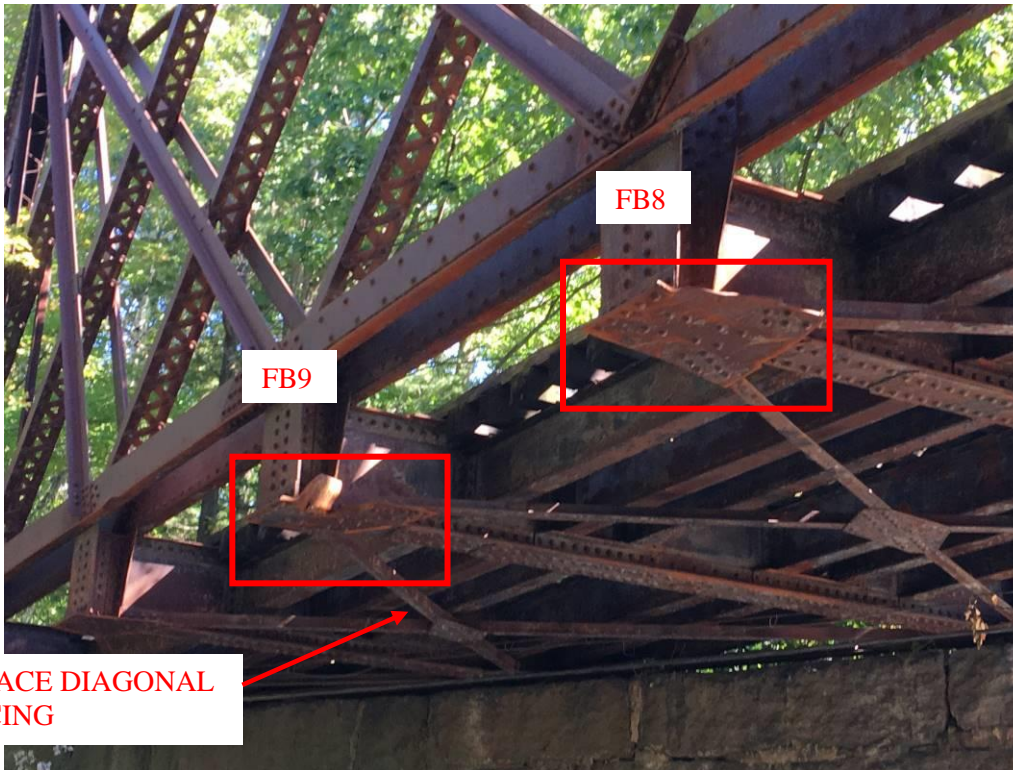


Photo 4: Floor beams 8 and 9, north side, looking east.
Replace north gusset plates at both floor beams. Replace bracing member at floor beam 9.

ITEM 107.97 (CONTINUED)**METHOD OF MEASUREMENT**

Structural Steel Repairs will be measured as described in Section 960.80 “Method of Measurement” of the Standard Specifications.

BASIS OF PAYMENT

Structural Steel Repairs will be paid for as described in Section 960.81 “Basis of Payment” of the Standard Specifications.

No additional payment shall be due the Contractor for work that is unacceptable and for which they are directed to make acceptable.

ITEM 180.99**REMOVE AND DISPOSE OF RAILS AND TIES**

DESCRIPTION: Work under this item shall include the removal and disposal of all railroad rails, associated ties, and appurtenances, as indicated on the plans and as directed by the Engineer.

The rail ties are suspected to be treated with creosote or similar. This item shall include all sampling, laboratory testing, loading, transportation and appropriate disposal of the treated wood. The Contractor is required to submit disposal manifests to the Engineer prior to the completion of the project. All aspects of this Item are to be completed in accordance with state and federal regulations.

Debris from removal must be carefully contained within the work zones and prevented from falling into the waterways below or adjacent. No foreign material or debris resulting from the Contractor's operations shall be permitted to enter or remain in the waterways. The Contractor shall be required to remove any debris generated from removal from the site immediately and to restore portions of resources within the site affected by the operation to their original undisturbed condition or better. Removal of debris generated by demolition will be performed at the Contractor's own expense.

METHOD OF MEASUREMENT: Measurement is not required for this item.

BASIS OF PAYMENT: No separate payment will be made for any labor, tools, equipment, materials, testing, loading, transportation, approvals, permits, and any other incidentals necessary for the removal and off-site disposal of rails and ties due to the monetary value of the rails themselves, which will become the property of the contractor.

ITEM 655.**CEDAR RAIL FENCE****FOOT****DESCRIPTION**

The work under this item shall consist of the construction of cedar rail fence including posts and post foundations and all necessary hardware at the required locations as shown on the Plans.

MATERIALS

Use materials for cedar rail fence, posts and all related hardware that conform to the following:

Ensure that the timber rail is cut from the specified grade for dry, well-seasoned, and dressed Southern Yellow Pine, spruce, or fir that complies with AASHTO M168.

Where preservative treatment is specified, use a product that conforms to AASHTO M133 and the current American Wood Protection Association (AWPA) Standards U1 and T1 regarding acceptable wood species, approved preservatives, and treatment processing. Also, select wood preservative that is approved for the end use by the USEPA, registered for use in the State where the treated wood is produced, and acceptable by current MassDEP regulations. Use wood posts that are fabricated from an approved or specified timber species and have the quality, diameter or

ITEM 655. (CONTINUED)

section, and length as specified in AASHTO M 181. When treated posts are specified, use posts that have been fabricated before treatment.

Ensure that all wood posts are peeled and with ends cut square. Use posts that conform to AASHTO M168. Ensure that the posts are straight and that all knots are trimmed flush with the surface. Where treated posts are designated, use a type of treatment that conforms to AASHTO M133 and the current American Wood Protection Association (AWPA) Standards U1 and T1 regarding acceptable wood species, approved preservatives, and treatment processing. Also, select a wood preservative that has been approved for end use by the USEPA, registered for use in the State where the treated wood is produced, and acceptable by current MassDEP regulations.

CONSTRUCTION METHODS

Perform clearing as necessary to construct the fence to the required grade and alignment. Tie new fence to the terminals of existing fences and bridge railing.

Set posts in Class A concrete when the Contract requires that posts, braces, or anchors be imbedded in concrete, and install temporary guys or braces as required to support the posts in proper position until the concrete has set sufficiently to anchor the posts. Do not place materials on posts or place strain on guys and bracing that are set in concrete until directed by the Engineer. Extend concrete footings to the required depth and dimensions.

Where rock is encountered within the required depth to which the post will be erected, drill a hole of a diameter slightly larger than the largest dimension of the post into the rock, and grout the post in. Place the regular dimensioned concrete footing between the top of the rock and required grade

Set posts plumb at a minimum depth of 3 ft - 0 in. in concrete footings or in holes backfilled and compacted and set in alignment with the horizontal rail elements. The posts shall be set true to the line and grade of the proposed fence

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Cedar Rail Fence will be measured approximately parallel to the ground by the foot of completed fence, exclusive of openings from outside of to outside of end posts.

Cedar Rail Fence will be paid for by foot, which price shall include all labor, materials, equipment foundations, posts, fence, hardware, surface preparation and all incidental costs required to complete the work.

ITEM 657.**TEMPORARY FENCE****FOOT**

Work under this item shall conform to the relevant provisions of Section 644 and 665 of the Standard Specifications and the following:

ITEM 657. (CONTINUED)

The purpose of the fence is to better secure the construction area, particularly when construction activities have ceased for nights and weekends. Work shall include furnishing, installing, and maintaining temporary chain link fence as required. Removing and resetting the temporary fence for daily access to the work zone and relocation to different locations within the project limits shall be incidental to this item.

The Contractor will be responsible for providing the Engineer with an acceptable method for fence installation. Posts may be required to be set in the ground. All fencing components installed, including all connections, shall be designed to adequately resist all forces acting upon it, including, but not limited to, pedestrian live loads, wind loads, and construction live loads. Loading shall meet all requirements specified in the most recent edition of the AASHTO LRFD Bridge Design Specifications and the MassDOT Highway Division LRFD Bridge Manual.

All posts including end, corner, and intermediate brace posts, all gates, gateposts, locks, and anchorages shall be included in the cost. The fencing height shall be six (6) feet. Materials need not be new, but shall not be deteriorated, nor in any way jeopardize the security and safety purposes intended. All fencing shall be subject to the approval of the Engineer.

The Contractor shall be responsible for maintaining the temporary fence and shall be responsible and cognizant that it remains secure and that bridge work zones are sealed off to the public at all times. In the event that the fence is vandalized or damaged by other means, the Contractor shall be responsible for replacing such, by end of same workday, to the Engineer's satisfaction. Fence fabric shall be placed on the face of the post away from the work area. A top tension wire rather than a pipe top rail shall be used. The top of the fabric shall be finished with a "knuckled" selvage.

Gates shall be locked always when there is no construction or watch personnel present.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Measurement and payment for Item 657, "Temporary Fence" will be paid for at the contract unit price per FOOT of temporary fence installed and removed, which price shall constitute full compensation for all labor, tools, equipment, materials, and other incidentals required for installation, relocation as detailed on the Contract Drawings, and removal of the fence. Twenty (20) percent of the bid price will be retained until the fence is removed.

ITEM 685.3**POINTING AND GROUTING MASONRY****FOOT**

The work included under this section shall consist of removing and disposing of all vegetation and deteriorated or loose mortar from the joints of the existing stone masonry abutments and wingwalls and thoroughly clean all of the joints and replacing the mortar.

MATERIALS

Mortar shall meet the requirements of the MassDOT Standard Specifications Section M4.02.15. The color of pointing and grouting mortar shall match any existing mortar to remain as nearly as possible.

Materials used to clean the joints shall be suitable for use on granite and shall be approved by the Resident Engineer prior to cleaning the joints. The contractor shall submit a catalog cut of any proposed cleaning material.

CONSTRUCTION METHODS

The Contractor is responsible for verifying the areas and identifying additional areas to be repointed and grouted. The Contractor shall mark those areas he determines to need repair for verification by the Resident Engineer. Marks shall be made using a process that will not be visible after the work is completed. The Engineer may add or subtract areas to be repaired based on a review of the areas identified by the Contractor.

No repointing or grouting work shall be performed when the ambient temperature is below 40°F and/or when stones to be repointed or grouted contain frost.

All joints and voids shall be cleaned of all vegetation, loose mortar, dirt, and any other extraneous material to a minimum depth of 2" or as directed by the Resident Engineer. The Contractor shall clean the joints and voids in a manner which does not damage or chip surrounding stone edges. The method of cleaning joints and voids shall be approved by the Resident Engineer. All dust and fine particles shall be removed, leaving a hard, clean surface. Prior to pointing or grouting, the cleaned joints and voids shall be thoroughly wet with potable water. At the time of mortar application, the surface shall be damp (saturated surface dry) with no standing water. Excess water may be removed with rags, compressed air, or other suitable means approved by the Engineer.

The mortar shall be driven into the joints and finished with an approved pointing tool. The wall shall be kept wet while the pointing is being done. In hot and/or dry weather, the pointed masonry shall be protected from the sun and kept wet for a period of at least three days after completion. After the pointing is complete and the mortar is set, the wall shall be thoroughly cleaned of excess mortar.

ITEM 685.3 (CONTINUED)

If, in the opinion of the Resident Engineer, the conditions prior to the application of mortar are not satisfactory, Contractor will be directed to repeat those steps delineated under this specification or whatever other steps they deem necessary to render the work of this section complete and acceptable to the Resident Engineer. The Contractor shall receive no additional compensation for completing this work as directed.

METHOD OF MEASUREMENT

Pointing and Grouting Masonry shall be measured per foot of joints pointed, complete-in-place and accepted. The quantity shall be based on actual field measurements of joints completed.

BASIS OF PAYMENT

Pointing and Grouting Masonry will be paid for by foot, which price shall include all labor, materials, equipment, cleaning, surface preparation, and all incidental costs required to complete the work as specified.

No additional payment shall be due the Contractor for work that is unacceptable and for which they are directed to make acceptable.

ITEM 697.1**SILT SACK****EACH**

Work under this item shall conform to the relevant provisions of Section 670 of the Standard Specifications and the following:

GENERAL

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be manufactured to fit the opening of the drainage structure under regular flow conditions and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

ITEM 697.1 (CONTINUED)

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and dispose of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Department.

When emptying the silt sack, the Contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Silt sacks will be measured for payment by each, complete in place.

Silt sacks will be paid for at the Contract unit price per each, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 748.2**MBTA/KEOLIS FORCE ACCOUNT****LS**

This item provides for Force Account payments to MBTA and Keolis for various work including rail flagging services and installation of pedestrian gates, conduit and wiring. Refer to Part 4, Special Conditions of the Contract for additional information regarding MBTA and Keolis.

ITEM 767.121**SEDIMENT CONTROL BARRIER****FOOT**

The work under this item shall conform to the relevant provisions of Subsections 670, 751 and 767 of the Standard Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment control barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barriers may be used to contain stockpile sediments, to

ITEM 767.121 (CONTINUED)

break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. The contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier. Photo-biodegradable fabric shall not be used.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods:

- 9-inch compost filter tubes
- Straw bales which shall be trenched

No straw wattles may be used. Additional compost filter tubes (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

Where shown on the plans or when required by permits, sedimentation fence shall be used in addition to compost filter tubes and straw bales and shall be compensated under that item.

Sediment control barriers shall be installed in the approximate location as shown on the plans and as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans and adjust placement to ensure that the placement will provide maximum effectiveness.

Barriers shall be staked, trenched, and/or wedged as specified herein and according to the Manufacturer's instructions. Barriers shall be securely in contact with existing soil such that there is no flow beneath the barrier.

ITEM 767.121 (CONTINUED)**Compost Filter Tube**

Compost material inside the filter tube shall meet M1.06.0, except for the following: no peat, manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

The outer tube fabric shall be made of 100% biodegradable materials (i.e., cotton, hemp or jute) and shall have a knitted mesh with openings that allow for sufficient water flow and effective sediment capture.

Tubes shall be tamped, but not trenched, to ensure good contact with soil. When reinforcement is necessary, tubes shall be stacked as shown on the detail plans.

Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

Bales should be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. All bales should be either wire-bound or string-tied. Straw bales should be installed so that bindings are oriented around the sides (rather than along the tops and bottoms) of the bales in order to prevent deterioration of the bindings.

The barrier should be entrenched and backfilled. A trench should be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. The trench must be deep enough to remove all grass and other material which might allow underflow. After the bales are staked and chinked (filled by wedging), the excavated soil should be backfilled against the barrier. Backfill soil should conform to the ground level on the downhill side and should be built up to 4 inches against the uphill side of the barrier.

Each bale should be securely anchored by at least 2 stakes or re-bars driven through the bale. The first stake in each bale should be driven toward the previously laid bale to force the bales together. Stakes or re-bars should be driven deep enough into the ground to securely anchor the bales. For safety reasons, stakes should not extend above the bales but should be driven in flush with the top of the bale.

The gaps between the bales should be chinked (filled by wedging) with straw to prevent water from escaping between the bales. Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency. Wedging must be done carefully in order not to separate the bales.

When used in a swale, the barrier should be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

ITEM 767.121 (CONTINUED)**Sedimentation Fence**

Materials and Installation shall be per Section 670.40 and 670.60 of the Standard Specifications and the following:

A Sedimentation fence shall only be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch-wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed at the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch-high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

MAINTENANCE

Maintenance of the sediment control barrier shall be per Section 670.60 of the Standard Specifications.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact (despite fabric decay) and continues to provide effective water and sediment control, the barrier does not necessarily require replacement.

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed, as required, when construction work is complete, and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer.

Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, nylon twine, and sedimentation fence, shall be removed and disposed off-site by the Contractor.

ITEM 767.121 (CONTINUED)

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. In urban, residential, or other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). No more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent seeding or existing grasses (i.e., lawn or native grass mix).
- Sedimentation fence, stakes, and other debris shall be removed and disposed off-site. The site shall be restored to a neat and clean condition.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Additional barrier, such as double or triple stacking of compost filter tubes, will be paid for per foot of tube installed.

Sedimentation fence used in conjunction with compost filter will be measured and paid for separately under Standard Item 697, Sedimentation Fence.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractor's expense.

ITEM 767.122**COIR LOGS****FOOT**

The work under this item shall conform to the relevant provisions of Subsections 101, 120, 170, and 751 of the Standard Specifications and the following:

Coir Logs shall be used in wet locations where the barrier will not require removal and is intended to provide slope stabilization during construction and the establishment of vegetative cover, along with acting as a sediment control barrier during construction.

The Contractor shall comply with all rules, regulations, laws and ordinances of the City/Town and State, and all other authorities having jurisdiction over the Project site. All labor, materials, equipment, and services necessary to make the work comply with such requirements shall be provided by the Contractor without additional cost to the Department.

ITEM 767.122 (CONTINUED)**MATERIALS**

Coir Log: Coir Log shall be biodegradable coir fiber cylindrical bundles. Inner core shall be 100 percent unsorted, well-cleaned, coir fiber uniformly distributed along the length of the log. The stuffed density of the coir fiber shall be a minimum of 9 pounds per cubic foot.

Outer netting shall be constructed from a minimum 3-ply high strength coir bristle twine. The netting shall have 2-inch by 2-inch rhombic openings with hand-knotted junctions. The average breaking strength of the coir twine shall be a minimum of 80 pounds. Production tolerance for all the above parameters shall not exceed plus or minus 10 percent.

Coir log diameter shall be sized as shown on the drawings. Typical lengths are supplied in 10 foot or 20-foot increments. Coir logs or coir netting may not be cut to decrease length and shall maintain the physical properties as supplied by the Manufacturer.

Notched Wood Stakes: Stakes shall be oak or southern pine with dimensions as shown on the Drawings. Stakes shall be free from knots and other defects which would cause splitting and shall have a downward-angled notch as shown in the drawing.

Coconut Fiber Cord: Coconut fiber cord shall be two-ply braided cord with a breaking strength of 80 pounds, minimum 0.25-inch diameter.

Delivery, Storage and Handling: Protect materials from deterioration during delivery and while stored at site.

CONSTRUCTION METHODS

General: Prior to initial placement of the coir log, the Contractor and the Engineer shall review locations specified on the plans and adjust placement, if required, to ensure that the coir log positioning and configuration will provide maximum benefit. Coir logs shall be in place prior to excavation work and no work shall take place outside the coir logs.

Installation: Coir logs shall be installed, staked, and secured as shown on the Drawings, as specified herein, and/or as recommended by the Manufacturer. The Contractor shall remove all underlying vegetation or debris to ensure that each coir log is securely in contact with soil, such that there is no flow beneath the log.

Notched wood stakes shall be driven parallel on both sides of the coir log at a typical spacing of 5 feet on center, unless site conditions warrant a closer spacing distance to ensure logs are firmly secured to the underlying soil. Stakes shall not extend more than 1 foot beyond the top of the log. Coir twine shall lash the logs to notched stakes in a cross-lashing fashion between stakes, throughout the length of the log barrier.

ITEM 767.122 (CONTINUED)

When utilizing multiple logs, each coir log shall be laced together end-to-end (creating a seam) with coir twine to create a continuous length. End-to-end lacing may be completed before or after placement, to facilitate handling.

Maintenance: Maintenance of the coir log sediment barrier shall be per Section 670.60 of the Standard Specifications.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. The Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract. Under no condition shall sediment be allowed to accumulate more than 4 inches above the original ground line.

If a breach or other failure of the barrier occurs, the barrier shall be immediately restored. Repair shall include replacement of entire defective segments or for short breaches, revetment with additional coir logs, set directly adjacent to the downslope side of the breach. Revetment coir logs must overlap breach by a minimum of 2 feet on each side. The Engineer must approve breach repair means and methods as well as outcome.

If the coir log is damaged by equipment or undergoes a significant washout or other major failure, the Contractor shall replace the component in its entirety, at the discretion and approval of the Engineer. Any delay in maintaining the barrier shall be cause to immediately suspend the work as provided for in Subsection 8.09: Delay and Suspension of Work.

Disposition/Removal: For naturalized areas, coir logs and wooden stakes may be left in place to decompose on-site. For areas where, in the determination of the Engineer, aesthetics are a concern, logs, errant coir fiber material, and stakes may require removal.

METHOD OF MEASUREMENT BASIS OF PAYMENT

Item 767.122 Coir Logs will be measured for payment by the FOOT, complete in place and will be paid for at the Contract unit price per FOOT, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for coir log follow-up maintenance and repairs, or disposal (if required), but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 834.99 REFLECTORIZED DELINEATOR POST REMOVED AND RESET EACH**DESCRIPTION**

Work under this item consists of removing, stacking and resetting existing reflectORIZED delineator posts as shown on the Plans.

CONSTRUCTION METHODS

All work performed under this item shall be done in a professional manner to not damage the post, delineator or additional hardware. If damage occurs, it shall be repaired or replaced by the Contractor at no additional cost.

The Contractor shall submit to the Engineer for approval prior to the start of work a complete plan and description of the methods he intends to use to perform all work under this item. Contractor's proposed means and methods must not increase impacts beyond the limits shown on the Contract Plans. No work shall commence on this item until such submission is approved by the Engineer

The Contractor shall coordinate with the City regarding a temporary location to stack the posts until they can be reset.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 834.99 will be measured and paid for at the contract price for each post removed, stacked and reset, including all incidental items and hardware. This price shall include the cost of furnishing, installation, stacking, resetting, removal, and maintaining good working conditions.

ITEM 850.42**POLICE DETAIL ALLOWANCE****HR**

This item is for the reimbursement to the Contractor for Police Details needed to direct traffic when the work is deemed a hazard to the public safety. All cost for policing will be paid by the Owner except those additional costs incurred due to negligence or abnormalities with scheduling of police details. The Contractor shall collect all invoices and submit them to the Owner for reimbursement. The Contractor shall pay all incidental costs related to the coordination for these services.

ITEM 852.11
ITEM 852.12**TEMPORARY PEDESTRIAN BARRICADE**
TEMPORARY PEDESTRIAN CURB RAMP**FOOT**
EACH**DESCRIPTION**

Work under these items consist of furnishing, deploying, maintaining in proper operating conditions, and removing temporary pedestrian barricades and temporary pedestrian ramps as part of a Temporary Pedestrian Access Route (TPAR) in order to guide pedestrians around a fully or partially closed sidewalk. These devices are intended to prevent pedestrians from entering the work

area and to prevent pedestrians from inadvertently entering the vehicle travel lane by providing visual and physical separation between each space.

MATERIALS

The Temporary Pedestrian Barricade shall have a continuous bottom rail or edge no more than two (2) inches above the ground and eight (8) inches in height (minimum) to accommodate cane users, have a smooth and continuous hand railing along the top edge no less than 32 inches above the ground and not obstruct or project into the pedestrian path of travel. Barricade walls shall be nearly vertical and generally within the same plane.

If exposed to traffic, Temporary Pedestrian Barricades shall be crashworthy. The Temporary Pedestrian Curb Ramp shall provide a 48-inch minimum width, with a firm, stable, and non-slip surface. Protective edging with a two (2) inch minimum height shall be installed when the curb ramp or landing platform has a vertical drop of six (6) inches or greater.

The Temporary Pedestrian Curb Ramp walkway and landing area surface shall be of a solid, continuous, contrasting color abutting up to the existing sidewalk.

If a Temporary Pedestrian Curb Ramp leads to a crosswalk, a detectable warning pad must be used at the base of the ramp; if it leads to a protected path that does not conflict with vehicular traffic then a detectable pad shall not be used.

CONSTRUCTION METHODS

The Temporary Pedestrian Barricade shall be placed in an area that will provide pedestrians with a TPAR on a smooth, continuous hard surface for its entirety. The geometry and alignment of the

ITEM 852.11 & ITEM 852.12 (CONTINUED)

facility shall meet the applicable requirements of the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities” and the Massachusetts Architectural Access Board.

The recommended width of the TPAR is 60 inches, but if constraints exist a minimum clear width of 48 inches shall be provided in its entirety. If a 60-inch width cannot be accommodated in full, a 60 inch by 60 inch passing space shall be provided every 200 feet or less along the TPAR.

Turning areas shall be 60 inches by 60 inches minimum.

Lateral joints between any surfaces shall not exceed 0.5 inches. Lateral edges may be vertical up to 0.25 inches high and shall be beveled at 1V:2H between 0.25 inches and 0.5 inches.

The TPAR shall be kept clear of debris, snow, and ice and the Temporary Pedestrian Barricades and Temporary Pedestrian Curb Ramps shall not obstruct drainage.

Removal and/or resetting of Temporary Pedestrian Barricades and Temporary Pedestrian Curb Ramps shall be considered incidental.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 852.11 will be measured and paid for at the contract price per foot installed in place, including all incidental items. This price shall include the cost of furnishing, installation, resetting, removal, and maintaining good working condition.

Item 852.12 will be measured and paid for at the contract price per unit installed in place, including all incidental items. This price shall include the cost of furnishing, installation, resetting, removal, and maintaining good working condition

ITEM 874.2**TRAFFIC SIGN REMOVED AND RESET****EACH****DESCRIPTION**

This work consists of removing, stockpiling and resetting arrow shaped destination signs and/or repositioning height on existing steel posts as shown on the Plans and as directed by the Engineer.

CONSTRUCTION METHODS

The Contractor shall remove each item by an appropriate method to avoid damaging the individual components. All items shall be stockpiled in a location approved by DCR or the City.

Care shall be taken to avoid damage to any existing items. If damage occurs, it shall be repaired or replaced by the Contractor at no additional cost to DCR. The methods employed in performing the

ITEM 874.2 (CONTINUED)

work and all equipment, tools, and machinery used in handling material and executing any part of the work shall be subject to the approval of the Engineer prior to the

commencement of work; if found unsatisfactory, shall be changed to the Engineer's specifications and approval.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Sign Removed and Reset will be measured for payment per Each. The price so stated shall constitute full and complete compensation for all labor, tools, materials, and equipment, hardware, and all incidentals required to finish the work, complete in place and accepted by the Engineer

**ITEM 992.12 ALTERATION TO BRIDGE STRUCTURE NO. 113 LUMP SUM
(LINDEN STREET BRIDGE)**

The work under this Lump Sum Item shall conform to the applicable provisions of Section 995 of the Massachusetts Department of Transportation (MassDOT) Standard Specifications and the specific requirements stipulated below for the component parts of this Item. For those component parts where no specific requirement is stipulated, the Standard Specifications shall apply except for payment.

Work under this Item shall include all materials, equipment, and labor needed to alter the complete bridge structure, which includes the following: bridge cleaning, sawing and sealing joints in asphalt pavement at bridges, reinforced concrete backwalls, curbs, and deck supports including epoxy coated reinforcing, glulam timber deck including all hardware and dowels, timber bridge railing including all hardware, timber beams including all hardware, Type I protective screen, drilling and grouting dowels, elastomeric bearing pads, membrane waterproofing for bridge decks, and any component not listed but shown on the Plans.

Bridge excavation, gravel borrow for backfilling structures and pipes, and debris removal shall be considered incidental to this Item.

The following items shall be considered as included in this Item: Development of Assembly Plans, form liners, neoprene seals, backer rods, preformed and premoulded filler, joint sealer, caulking, closed cell foam, weep holes with bagged stone, all piping and drains, waterproofing protective course, and all other work considered as incidental to the work involved in furnishing and placing the concrete elements.

ITEM 992.12 (CONTINUED)

The work does not include any items listed separately in the proposal. Payment for materials shown on the Plans as being part of this bridge structure or which may be incidental to its construction and are not specifically included for payment under another Item shall be considered incidental to the work performed under this Item and shall be included in the unit price of the component of which they are a part.

BRIDGE CLEANING

All debris and vegetation shall be removed from the existing superstructure and substructure as indicated on the Plans. Cleaning of joints to be pointed and grouting will be paid for under Item 685.3. Payment for all other cleaning shall be considered included in Item 992.12.

SAWING & SEALING JOINTS IN ASPHALT PAVEMENT AT BRIDGES

The work to be done under this Item consists of making a sealed kerf across the full width of the finished asphalt pavement at bridge abutments where called for on the Plans. The shape, width, and depth of the kerf shall be as shown on the Plans.

Prior to the start of the asphalt pavement operation, the Contractor shall place a mark on each curb or barrier on either side of the paved trail. These marks shall be aligned with the actual end of the bridge deck and at non-doweled deck panel joints and shall be placed so that they will not be covered or otherwise obscured by the asphalt pavement.

After the completion of the paving operation, the Contractor shall snap a straight chalk line on the pavement between these two marks. The Contractor shall then sawcut the pavement along this line to the depth, width and shape as shown on the Plans. The equipment shall be approved by the Engineer prior to commencing work.

After completing the saw cutting, the Contractor shall clean the saw groove of any dust and debris with an oil free air blast. If the groove was wet sawn, the groove shall be cleaned with a water blast to remove any remaining slurry and debris, vacuumed with a Wet-or-Dry vacuum to remove any standing water, and then dried with an air blast from a Hot-Air-Lance.

Once the groove is clean and dry, the Contractor shall fill it completely with a hot-applied bituminous crack sealer meeting the requirements of M3.05.4 in accordance with the manufacturer's application instructions and restrictions regarding ambient and material temperatures. The crack sealer shall be thoroughly cured prior to opening the road to traffic. To reduce tackiness, only boiler slag aggregate (black beauty) shall be scattered over the sealer when required by the Engineer. Conventional sand shall not be used for this purpose.

ITEM 992.12 (CONTINUED)**DRILLING AND GROUTED #4 DOWELS**

DESCRIPTION: The work to be done under this Item shall consist of drilling and grouting #4 steel reinforcement dowels in existing cement concrete or stone masonry as shown on the Plans, or as required.

Payment for this sub-item will be made under Item 992.12, Alteration to Bridge Structure No. 113 (Linden Street Bridge).

MATERIALS: The grout to be used for these dowels shall be a non-shrink cementitious mortar. Grouting material that has been tested, approved, and is listed on the Approved Products List is acceptable for use on Massachusetts Department of Transportation bridge projects.

Reinforcing steel dowels shall meet the requirements of AASHTO M31 Grade 60. All reinforcing steel dowels shall be epoxy coated.

CONSTRUCTION METHODS: All dowel holes shall be air drilled provided that the minimum edge distance of 6 inches is observed. Should, in the Engineer's opinion, air drilling be inappropriate due to questionable strength of the existing concrete or stone masonry or insufficient edge distance, the dowel holes shall be diamond core drilled. The inner surfaces of diamond core drilled dowel holes shall be cored to develop sufficient keying action. The method of coring of the dowel hole inner surfaces shall be subject to the approval of the Engineer. The depth and diameter of the drilled dowel holes shall be as shown on the plans. The holes shall be blown clear of any debris and shall have the approval of the Engineer prior to the placement of any grout material.

The drilling operation shall be performed without damage to any existing reinforcing or portion of the structure that is to remain in place. Any damage to any existing portion of the structure that is to remain in place shall be repaired to a condition equal to or better than that existing prior to the beginning of the Contractor's operations and shall be repaired at the Contractor's expense.

The Contractor shall strictly follow the recommendations of the manufacturer for mixing and placing the grout material prior to the placement of the dowels. The Contractor shall, at a minimum, adhere to the ACI code requirements regarding minimum and maximum temperatures while placing the grout. Any excessive grout around the hole after placement of the dowel shall be struck off smoothly while the grout is still fresh.

The minimum drill hole diameter for a #4 dowel bar shall be 1¼" and the minimum embedment length shall be 8".

Dowels and threaded rods that are improperly bonded, as determined by the Engineer, will be rejected. Adjacent new holes shall be drilled, and new dowels or threaded rods shall be placed and securely anchored to the concrete or masonry. All work necessary to correct improperly anchored dowels and threaded rods shall be performed at the Contractor's expense.

ITEM 992.12 (CONTINUED)**GLULAM TIMBER DECK / TIMBER BRIDGE RAILING / TIMBER STRINGERS**

The work to be done under these Sub-Items shall be per the Standard Specifications, the Plans, and shall include the following:

All hardware used for fastening including, but not limited to, bolts, nuts, washers, steel plates and angles, split rings, cast aluminum alloy deck brackets, steel dowels, etc., shall be included in the sub-item unit price for Treated Timber, no separate payment will be made for these items. Preformed joint material shall be considered incidental to these items.

MEMBRANE WATERPROOFING FOR BRIDGE DECKS

The work to be done under this Sub-Item shall be per Section 965 of the Standard Specifications.

SCHEDULE BASIS FOR PARTIAL PAYMENT

The Item No. 992.12 Alteration to Bridge Structure No. 113 (Linden Street Bridge) will be paid per the LUMP SUM unit at the Contract Bid Price, based on Contractor's independent investigation of the work prior to bidding. The Contract Bid Price shall include all labor, materials, tools, equipment, and all other incidentals that may be necessary to perform the work as specified, complete in place and accepted by the Engineer. No increase will be made to the Bid Price due to any unseen nature of the work or materials involved.

Within ten (10) days after the award of the Contract, the Contractor shall submit, in duplicate, for the approval of the Engineer, a schedule of unit prices for the major components of the bridge structure as listed below. The bridge structure Lump Sum breakdown quantities provided below are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual bridge components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 992.12, and no further compensation will be allowed.

The schedule on the following proposal forms apply only to Item 992.12. Payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

ALTERATION TO BRIDGE STRUCTURE NO. 113 (LINDEN STREET BRIDGE)
 SCHEDULE FOR PARTIAL PAYMENT

Sub-Item	Component	Quantity	Unit	Unit Price	Amount
106.35	Bridge Cleaning	1	LS		
482.31	Sawing & Sealing Joints in Asphalt Pavement at Bridges	100	FT		
904.	4000 psi, ¾ in., 610 Cement Concrete	3	CY		
910.1	Steel Reinforcement for Structures – Epoxy Coated	110	LB		
912.	Drilling and Grouting Dowels	56	EA		
933.	Plain Elastomeric Bearing Pad	22	SF		
955.1	Timber Stringers	4	MBF		
955.2	Glulam Timber Deck	8	MBF		
955.3	Timber Bridge Railing	6	MBF		
965.	Membrane Waterproofing for Bridge Decks	1690	SF		
975.3	Protective Screen Type I	230	LF		
Total Lump Sum Price for Item 992.12 =					

Any component not covered in these Job Specific Specifications, but shown on the plans, shall be included in the contract lump sum price for Item 992.12. unless specifically covered under another payment item.

ITEM 992.121**BRONZE PLAQUE****EACH****DESCRIPTION**

Work under this item consists of furnishing and installing two bronze plaques on the existing truss end chords. All work shall be performed in accordance with the Standard Specifications, the Plans, and this Special Provision.

The Contractor shall submit documentation showing that the plaque Manufacturer has a minimum of 10 years of experience in manufacturing bronze plaques and shall provide documentation of at least five similar projects, including the name and contact information for the project owners.

ITEM 992.121 (CONTINUED)**MATERIALS**

The plaque shall be bronze with a dark satin finish, raised lettering, and a straight-line border. Minimum thickness shall be ¼ inch. It shall be finished with a protective coating suitable for exterior applications. Fasteners shall be covered by plain round rosettes.

CONSTRUCTION METHODS

The Contractor shall submit for approval a shop drawing showing all materials, finishes, overall dimensions, lettering type, dimensions, and layout, rosettes, and the proposed method for connecting the plaques to the steel truss.

The mounting location on each truss chord shall be coordinated with the Resident Engineer in the field.

The joint between the plaque and steel truss chord shall be sealed with an approved, clear sealant on the tops and sides of the plaques. No sealant shall be applied to the joint on the bottom of the plaque.

METHOD OF MEASUREMENT

Bronze Plaque shall be measured per EACH plaque furnished and installed, complete-in-place and accepted.

BASIS OF PAYMENT

Bronze Plaque will be paid for per EACH plaque furnished and installed, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work as specified.

No additional payment shall be due the Contractor for work that is unacceptable and for which they are directed to make acceptable.