

AGENDA FOR THE CITY COUNCIL
NOVEMBER 7, 2024

PUBLIC COMMENT

LAI ON THE TABLE

1. MAGRATH-SMITH - Ordered, that the Director of Economic Development and Planning come into the Finance Sub-Committee to discuss the use of cannabis impact fee funds and future implications for us as a city.
2. The Committee on Ordinance to whom was referred an order that the Police Department be allowed to hire a Crime Analyst past the Grade 10 mid-range (which is \$70,407) to \$78,000.
Recommended that the order be adopted.

COMMUNICATIONS

3. From Mayor Joshua Garcia- 2023 Signed MOU HPD RollKall
4. From Mayor Joshua Garcia- 2021 Signed MOU HPD RollKall
5. From City Councilor David Bartley, article regarding Western Mass Mayors endorsing psychedleic ballot question
6. HG&E Industrial Land Project City Council Vote and Resolution December 5, 2001
7. From HEDIC, Meeting Minutes from July 25, 2024 and Executive Minutes from December 12, 2023, February 1, 2024 and February 29, 2024 Executive Meeting Minutes from February 1, 2024
8. From HEDIC, Annual Meeting Report from July 1-June 30.
9. From HEDIC- Economic Development Plan HEDIC - HG&E
10. From HPD - FY24 MUNICIPAL ROAD SAFETY PROGRAM - GRANT COMPLETION
11. From HPD - FY24 STATE 911 DEPARTMENT TRAINING PROGRAM - GRANT COMPLETION
12. From Local Historic District, Meeting Minutes from August 22, 2024 and September 26, 2024
13. From DESE- Holyoke Public Schools 2024 exit announcement_Spanish
14. From DESE- Communication regarding Holyoke Public Schools 2024 exit announcement_English(2)
15. HPD - OffDutyBlue Services Agreement
16. Anniversary Hill Park Trail & Utility Corridor Contract Documents

17. From Mayor Joshua Garcia, Veoto of October 16, 2024 Agenda Item #54

PETITIONS

18. Petition from Erin Kelly of 123 Homestead Ave for a renewal of a Home Occupation
19. Petition Daniel LiBoissonnault of 267 Southampton Rd for a renewal of a Home Occupation
20. Petition from John McCann or 415 Ingelside St. for a renewal of a Home Occupation
21. Petition of Daniel Laflamme, a Special Permit application to operate a Motor Vehicle Repair Garage at 41 Temple St.
22. Petition of 846 Grow Inc for an extension of a Marijuana Cultivation and Manufacturing Establishment at 360 Race St.

PRESIDENT'S REPORT

REPORTS OF COMMITTEES

23. The Committee on Ordinance to whom was referred an order With community support and in service of our museum goers, order that Wistariahurst museum patron parking signs be added from handicap spaces on Beech to Cabot st, creating no less than 3 designated museum parking spaces in addition to existing handicap spaces.
Recommended that the order be adopted.
24. The Committee on Ordinance to whom was referred an order that upon constituent request, that a stop sign be placed at the corner of where Larkin and Willow St. meet.
Recommended that the order be adopted.
25. -- The Committee on Ordinance to whom was referred an order The DPW and City Engineer provide an opinion as to whether a "do not block the box" can be installed on Northampton St. at Longwood Ave. This is a multiple constituent request.
Recommended that the engineer's report to add striping in the northbound lane be adopted.
26. -- The Committee on Ordinance to whom was referred an order With community support, that a 4 way stop be created at Oak and Essex streets due to safety issues including visibility and speeding.
Recommended that the engineer's report to install stop signson Oak Street at Essex be adopted.
27. -- The Committee on Ordinance to whom was referred an order that the DPW Engineer evaluate Upland Street and recommend the placement of no parking signs at the crest of the hill to improve safety due to line of sight limitations on the street.
Recommended that the engineer's report to add no parking zone be adopted.
28. -- The Committee on Ordinance to whom was referred an order That speed humps be installed on Bemis Rd.
Recommended that the order be adopted.

29. -- The Committee on Ordinance to whom was referred an order that the city engineer provide the final locations for speed bumps on Bemis.
Recommended that the order be adopted.
30. -- The Committee on Ordinance to whom was referred an order that a stop sign be placed at the corner of Maginnis Ave and Apremont Hwy.
Recommended that the engineer's report to not install stop sign be adopted.
31. -- The Committee on Ordinance to whom was referred an order that the no parking signs in front of and across from 24 Sydney Ave be removed. This is a constituent request.
Recommended that the engineer's report to not remove signs be adopted.
32. The Committee on Ordinance to whom was referred an order to request the installation of a three-way stop at the intersection of Chestnut and Suffolk Street, or offer a safety recommendation. Recent incidents of accidents and near-misses in the vicinity highlight the urgent need for enhanced traffic control measures in this area.
Recommended that the order has been complied with, and be referred to the Mayor to budget for traffic engineering studies when warranted, and refer to the DPW to implement striping and move stop sign.
33. The Committee on Ordinance to whom was referred an order that Kennedy Circle be added to Ordinance Sec. 86-325. - Schedule IV: Stop streets so that a permanent stop sign can be placed. This is a request from the interim engineer indicating that a stop sign is warranted.
Recommended that the order has been complied with.
34. The Committee on Ordinance to whom was referred an order That DPW purchase six to ten of the rubber/portable speed bumps and put them in trouble spots temporarily around the city and move them randomly. DPW Director and/or City Engineer will decide safe placement.
Recommended that the order has been complied with.
35. The Committee on Ordinance to whom was referred an order that a stop sign be added on the left side of Pine Street when approaching Cabot.
Recommended that the order has been complied with.
36. -- The Committee on Ordinance to whom was referred an order With community support, order that No truck signs be placed at beginning, end, and along Beacon street as needed to avoid tractor trailers from using this neighborhood as a pass through for deliveries. Residents complain of noise and difficulty navigating on Beacon St. while tractor trailers are attempting to pass through.
Recommended that the order has been complied with.
37. -- The Committee on Ordinance to whom was referred an order The City of Holyoke adopt an ordinance where "no truck" signs and other informational signage can be legally posted to help the motoring public. The impetus of the proposed ordinance is to alert truckers not to enter into thickly settled neighborhoods which is currently happening in Elmwood Heights due to GPS directions. The purpose of the ordinance is not to violate any federal or state traffic laws or standards but to simply inform truck

drivers not to turn down the posted street. There may well be other informational needs. Just for background: The city management currently not allow such signage. Recommended that the order has been complied with.

38. -- The Committee on Ordinance to whom was referred an order That a "don't block the box" be painted in front of 403 Main Street to help prevent peaking in front of and blocking of fire hydrant.
Recommended that the order has been complied with.
39. -- The Committee on Ordinance to whom was referred an order That a no parking zone be created
Location Waldo St.
Side Westerly
From Beacon Ave.
To A point 64 feet further north
Type Parking No parking Mondays from 9 a.m. to 3 p.m.
Recommended that the order has been complied with.
40. The Committee on Ordinance to whom was referred an order That the City Engineer come to a Public Safety Committee meeting to discuss the possibility of making Corser St one way traffic.
Recommended that the order has been complied with.
41. -- The Committee on Ordinance to whom was referred an order that we make Samosett Street a one way heading east.
Recommended that the order has been complied with.
42. The Committee on Ordinance to whom was referred an order Collaborative order to create "don't block the box" painting and signage to accommodate traffic flow on Beech St at CVS entrance/exit.
Recommended that the order has been complied with.
43. -- The Committee on Ordinance to whom was referred an order that the city engineer & DPW explore converting Samosett St. into a one way, bus lines for Kelly school be painted, and that parking be for one side of the street being that other is comprised of driveways.
Recommended that the order has been complied with.
44. -- The Committee on Ordinance to whom was referred an order that the Ordinance Committee discuss alternatives to address vehicles parking in front of driveways. Although there is a city wide ordinance addressing the matter, it is often ignored and creates inconvenience to residents when enforcement takes time.
Recommended that the order has been complied with.
45. The Committee on Ordinance to whom was referred an order With community support, that all one way streets include a stop sign on both even and odd sides of the street's corner on approach to a stop.
Recommended that the order be denied.

46. -- The Committee on Ordinance to whom was referred an order At the request of the Lyman Terrace, the Resident Association requested that Front Street be made into a one-way street.
Recommended that the order be denied.
47. -- The Committee on Ordinance to whom was referred an order that a stop sign be considered on Suffolk at the intersection with Chestnut. Cancers have been reported about accidents and near accidents due to parked cars preventing drivers on Chestnut from seeing vehicles traveling on Suffolk until they are already pulling into the intersection.
Recommended that the order be given a leave to withdraw.
48. The Committee on Ordinance to whom was referred an order That speed humps be placed on South Summer St. Petition attached.
Recommended that the order be given a leave to withdraw.
49. The Committee on Ordinance to whom was referred an order Petition for Speed hump at Argyle Ave.
Recommended that the order be referred to the Board of Public Works.
50. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2025, THIRTY THREE THOUSAND AND 00/100 Dollars (\$33,000) as follows:
FROM:
14101-51101 PAY-ENGINEER \$19,000
14101-51105 PAY-SR CIVIL ENGINEER 14,000
TOTAL: \$33,000
TO:
14102-53010 PROF ENGINEERING SERVICES \$33,000
TOTAL: \$33,000
51. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2025, THIRTY THOUSAND AND 00/100 Dollars (\$30,000) as follows:
FROM:
11211-51104 MAYOR - CAFO \$30,000
TOTAL: \$30,000
TO:
11611-51210 ELECTIONS OFFICERS \$30,000
TOTAL: \$30,000
Recommended that the order be adopted.
52. The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY2025 STATE 911 DEPARTMENT SUPPORT & INCENTIVE GRANT, \$306,443, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

Recommended that the order be adopted.

53. The Committee on Finance to whom was referred an order that the DPW Director and Conservation Director provide an update either in writing or in person as to the progress made in implementing the Urban Forestry Grant monies for 24-25.

Recommended that the order be adopted.

54. The Committee on Finance to whom was referred an order the Treasurer along with key people, please provide an update on progress and next steps for converting to self-insurance to provide health insurance for city employees. Please also review with the City Council the calculations on how the FY 25 insurance budget was calculated. Refer to Finance Committee

Recommended that the order has been complied with.

55. The Committee on Public Safety to whom was referred an order that the Building department come to the Public Safety committee to discuss the new inspection initiative for 3+ family homes and the implications for owners. A general notice to owners should be published on Building dept and City Council website inviting them to attend the meeting if they wish to give feedback.

Recommended that the order has been complied with.

56. The Committee on Public Service to whom was referred an order From Mayor Joshua Garcia, appointment of Vanessa Santiago to the Parks and Recreation Commission
- Recommended that the appointment be confirmed.

57. The Committee on Public Service to whom was referred an order From Mayor Joshua Garcia, letter appointing Mr. Jose L. Maldonado Velez of 75 Linden St to serve as a Commissioner on the Holyoke Housing Authority. Mr. Maldonado Velez will finish out the term of Ms. Gladys Lebron-Martinez which will expire on April 1, 2029.

Recommended that the appointment be confirmed.

58. The Committee on Public Service to whom was referred an order that a new Community Representative be chosen by City Council to be seated on the Community Preservation Act Committee (CPAC) to replace Franchesca Nunez.

Recommended that the order be referred to the full Council.

59. The Committee on Public Service to whom was referred an order The Veterans Services department head look to expanding the number of signs on Holyoke's Purple Heart Trail. Refer to Veterans Services Dept, War Memorial Commission and refer to Public Service for a follow-up.

Recommended that the order has been complied with.

60. The Committee on Development and Governmental Relations to whom was referred an order to declare Holyoke Assessors Parcel 030-08-004, 285 Main Street, Holyoke, MA

as surplus property and sell to abutter, Johnna Caizan-Torres with an address of 10215 Jamaica Avenue, Apartment 2L, Richmond Hill, NY 11418, for \$15,000.00. This property is valued under \$35,000.00 and therefore exempt from procurement requirements.

Recommended that the order be adopted.

61. The Committee on Development and Governmental Relations to whom was referred an order DPW and the HFD Alarm Division come into city council to provide a status update on the X-walk improvement plan and Traffic signal improvement at Elmwood Towers on South St. I recently heard from an HPD Sgt. – who has been tremendously helpful in mitigating the problems – who advises the parts are in and work should soon commence. Refer to DGR and/or send a communication to the CC Admin. Asst. asap. Recommended that the order has been complied with.
62. The Committee on Development and Governmental Relations to whom was referred an order DPW and the HFD Alarm Division come to the city council to provide a status update on the X-walk improvement plan at the main gate of Holyoke C.C. on Homestead Ave. Please also invite a representative from the College. (I'll figure that part out with the CC President, DGR Chair and Admin. Asst.) I've lost count of the number of times I've filed an order relative to this. I can find emails going back to 2017 (at a minimum). Recommended that the order has been complied with.
63. The Committee on Charter and Rules to whom was referred an order Under City Council rules, please add the following: New Rule: Every 2 years after being sworn in, the City Council President shall set the seating arrangements of the City Council. Consideration shall be taken for any legitimate handicap preference. Recommended that the order be adopted.
64. The Committee on Charter and Rules to whom was referred an order that City Council Rule 9H be amended and re-worded in order to make the process of changing or updating an ordinance a smoother process. Recommended that the order be adopted.
65. The Committee on Charter and Rules to whom was referred an order that the City Council adopt a rule to establish a two-year legislative term. Any orders pending in committee or not acted on by the end of the legislative term must be re-filed at the start of the subsequent legislative term. Recommended that the order be adopted.
66. The Committee on Charter and Rules to whom was referred an order that Rule 9P be amended so that items not acted on in committee jackets become deemed tabled after 45 "business" days. Recommended that the order be adopted.
67. The Committee on Charter and Rules to whom was referred an order From Assistant City Solicitor Jane Mantolesky- legal opinion rule 9P Recommended that the order be adopted.

MOTIONS, ORDERS AND RESOLUTIONS

68. Givner- Ordered he DPW install a Handicap sign for Estela Acosta 171 Beech St.
69. Jourdain- Ordered, that following boards and commissions under the jurisdiction of the Planning & Economic Development appear to have very tardy minutes reporting on-line that need to be updated by November 14, 2024. HEDIC has no minutes since February 29, 2024. HRA last reported minutes on October 18, 2023. Historical Commission missing back to November 13, 2023. License Commission no minutes or packets filed for prior 2 years. Board of Appeals no minutes reported for 2021-2024. No agendas filed for 2022 and Jan-July 2023. Were BOA meetings held in conformance with open meeting law during this time period? Planning Board has only one set of minutes published in 2023-2024. Historical District Commission last reported minutes were on October 12, 2023. Biking and Pedestrian Committee last reported on December 5, 2022. The Open Meeting Law requires public bodies to create and approve minutes in a timely manner. A "timely manner" is considered to be within the next three public body meetings or 30 days from the date of the meeting, whichever is later, unless the public body can show good cause for further delay. If they can please update these online records and report back to the Council when order has been complied with.
70. Magrath-Smith, Anderson-Burgos-Ordered, that the City Engineer and DPW address additional signage that could be added to Parker Street in order to clarify the speed limit and encourage safe driving.
71. Magrath-Smith, Jourdain - Ordered that the City Solicitor, Auditor, and Treasurer develop and present a clear policy regarding the use of the remaining collected cannabis fees, outlining a process for billing hours to the cannabis fund for work done by city employees connected to cannabis-related activities, such as:
1. Inspections of cannabis businesses
 2. Processing of licensing and excise payments for cannabis businesses
 3. Cannabis-related educational programming in schools
 4. Safe driving and DUI prevention campaigns related to cannabis use also develop and present guidance on the use of cannabis fees for capital improvements or equipment (including related labor costs to support those projects and purchases) that is consistent with offsetting the impact of cannabis-related activities.
72. Magrath-Smith, Jourdain - Ordered that the City Solicitor develop and present a clear policy regarding acceptable fees that can be levied against future cannabis businesses related to concrete, specific impacts of cannabis businesses where they exist.
73. Magrath-Smith, Jourdain - Ordered that the HR Director come into Finance to present which HR functions are being completed by which Departments, Commissions, or Boards with a goal of seeking out areas where we can become more consistent or streamline processes and positions in the future with the goal of enhancing a more centralized HR function in our city.
74. Magrath-Smith, Jourdain - Ordered that the HR Director and Interim Police Chief come into Council to discuss the positive and negative impacts of our policy of swearing in police officers prior to their finishing the Police Academy. We request that the HR Director provide a regional comparison to other towns and cities to see if we are following best practice.

75. Magrath-Smith- Ordered, that Rule 9J be edited to remove the first two sentences, so that it reads, "If legal form is not provided 48 hours prior to the meeting, upon objection of any member of the City Council, the matter will be tabled until the next meeting."
76. Magrath-Smith, Vacon, Murphy-Romboletti,- Ordered, that Rule 4D be changed from "All items previously tabled in Committee shall be included on each subsequent Committee Agenda until voted out of Committee by a majority thereof or until removed from Committee by a 2/3 vote of the full Council" to "All items previously tabled in Committee shall be included on each subsequent Committee Agenda until voted out of Committee by a majority thereof, until removed from Committee by a 2/3 vote of the full Council, or until the end of the two year legislative term subject to the process named in Rule 4G."
77. Murphy-Romboletti- Ordered that the law department provide a legal opinion on the number of votes required to make transfers from a special stabilization fund
78. Murphy-Romboletti- In an effort to provide clarity for all councilors and the public, ordered that the law department provide guidance or a memo that outlines the number of votes required for different items related to finance, ordinances, real estate and other relevant voting topics.
79. Ocasio- the DPW install a hadnicap sign for Hector Torres at 184 Sargeant St.
80. Vacon, Givner, Ocasio- ORDER:
that the city engineer provide draft language for a formal program to prioritize and schedule placement of speed humps and recommend other traffic calming/safety interventions based on data collected from speed data collection via tubes or radar. That additional traffic speed data collection units be purchased as needed for the program.
- Establish a method for seeking traffic safety/calming recommendations so that citizens can request measures for improvements to neighborhood traffic issues before completing a petition for a speed hump or raised crosswalk.
- Please include police department input for the enforcement component.
81. Vacon- ORDER: that consideration be made to adopt the changes available under the HERO Act for Veteran Property tax exemptions: whether to adopt Clause I or Clause J or both clauses simultaneously.
82. Vacon- ORDER: that we add Clauses 22, 22A, 22B, 22C, 22E, 22F, and 22H of the Hero's Act to expand benefits for veterans.
83. Anderson-Burgos- The DPW install a handicap sign for Yolanda Gonzalez at 50 Arthur St.
84. Anderson-Burgos- Order the DPW install a Handicap sign for Rebecca Ganieary of 322 Linden St.

85. Anderson-Burgos - Resolution that the Holyoke City Council, which represents the greatest number of Puerto Ricans per capita than any other community in the country outside the island, votes to condemn the "floating island of garbage" statement made at the political rally of a candidate seeking to represent every American - including those who live in and come from Puerto Rico. This statement was insulting, ignorant, and dismissive of the culture and contributions of Puerto Ricans.
86. Anderson-Burgos - Ordered that the fine for violating the ordinance on parking in front of driveways be increased. The amount of increase can be discussed based on what is reasonable and what is allowable.
87. Bartley- The DPW install a handicap sign for Yulitza Diaz Garcia of 45 Congress Ave
88. BARTLEY, VACON- The city council ordain a new crosswalk near the main gate to Holyoke Community College.
Refer to ordinance.
89. Bartley- Holyoke's city boards do a great job in posting an Agenda but are many board and commissions are lacking in posting meeting minutes. Per G.L. c. 30A, § 22(c), upon request meeting minutes must be provided to the petitioner no later than 10 days from the date of the request. Please forward this Order to all municipal boards from me as a request to make meeting minutes for CY24 available on the city website prior to the next scheduled regular meeting of the City Council. Refer to all city board, commissions, etc. Refer to our Admin. Asst, the Public Service committee for a follow-up.
90. Bartley, Occasio- DPW post 'no left turn' and 'no U-turn' signs at the traffic light near Brightside Ave and the jug handle. Motorists are consistently making illegal (and very dangerous) turns. Refer to Ordinance, DPW.
91. Bartley- Order the city council amend its rules to incorporate under our section 3 or some other section, the following state law: The public body, or its chair or designee, shall, at reasonable intervals, review the minutes of executive sessions to determine if the provisions of this subsection warrant continued non-disclosure. Such determination shall be announced at the body's next meeting and such announcement shall be included in the minutes of that meeting. See M.G.L. chapter 30A, §22(g)(1). Refer to Charter & Rules, Law Dept.
92. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2025, TWENTY SEVEN THOUSAND SIXTY SIX AND 89/100 Dollars (\$27,066.89) as follows:

FROM:

12101-51105	SERGEANTS	\$7,135.36
12101-51107	PATROLMEN	19,931.53
TOTAL:		\$27,066.89

TO:

12101-51180	INJURED ON DUTY	\$27,066.89
TOTAL:		\$27,066.89

93. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2025, TWENTY THOUSAND ONE HUNDRED SIXTY SEVEN AND 33/100 Dollars (\$20,167.33) as follows:

FROM:		
12101-51105	SERGEANTS	\$7,135.36
12101-51107	PATROLMEN	13,031.97
	TOTAL:	\$20,167.33
TO:		
12101-51180	INJURED ON DUTY	\$20,167.33
	TOTAL:	\$20,167.33

94. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2025, THREE HUNDRED THOUSAND AND 00/100 Dollars (\$300,000) as follows:

FROM:		
12101-51117	DISPATCH	\$150,000
12101-51107	PATROLMEN	150,000
	TOTAL:	\$300,000
TO:		
12101-51300	OVERTIME	\$300,000
	TOTAL:	\$300,000

95. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2025, ELEVEN THOUSAND SIXTY EIGHT AND 78/100 Dollars (\$11,068.78) as follows:

FROM:		
12201-51103	CAPTAIN	\$3,663.90
12201-51104	LIEUTENANTS	3,142.74
12201-51105	FIREFIGHTERS	4,262.14
	TOTAL:	\$11,068.78
TO:		
12201-51180	INJURED ON DUTY	\$11,068.78
	TOTAL:	\$11,068.78

96. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2025, EIGHT THOUSAND FOUR HUNDRED FORTY ONE AND 58/100 Dollars (\$8,441.58) as follows:

FROM:		
12201-51103	CAPTAIN	\$3,663.90
12201-51104	LIEUTENANTS	3,142.74
12201-51105	FIREFIGHTERS	1,634.94
	TOTAL:	\$8,441.58
TO:		
12201-51180	INJURED ON DUTY	\$8,441.58
	TOTAL:	\$8,441.58

97. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2025, THIRTY TWO THOUSAND AND 00/100 Dollars (\$32,000) as follows:

FROM:		
11351-51106	AUDIT – PROF ACCT HPD	\$15,000
11381-51102	PROCUREMENT – ASST CPO	12,000
11451-51125	TREASURER – ADMIN ASST	5,000
	TOTAL:	\$32,000

TO:		
11552-53100	IT – SOFTWARE LICENSE	\$32,000
	TOTAL:	\$32,000

98. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY2025 STATE 911 DEPARTMENT EMERGENCY MEDICAL DISPATCH GRANT PROGRAM, \$24,500, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

99. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY2025 STATE 911 DEPARTMENT TRAINING GRANT PROGRAM, \$12,555.20, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

100. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "EEA DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM: CITY OF HOLYOKE'S LEVEE CONTROL SYSTEM IMPROVEMENTS-PUMP STATION REPAIRS PROJECT, \$187,500, 25% IN KIND MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

101. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "EEA DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM: CITY OF HOLYOKE'S LEVEE CONTROL SYSTEM IMPROVEMENTS-PUMP STATION REPAIRS PROJECT, \$187,500, 25% IN KIND MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

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outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

LATE FILED ORDERS AND COMMUNICATIONS

Addendum:

Per City Council rule 2B, meeting shall end by 10 PM unless an extension is approved by a two-thirds majority of those present. If any items remain, those items will be added to the beginning of the next regular meeting.

The listing of matters are those reasonably anticipated by the chair which may be discussed at the meeting.

Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law

City Clerk

IN THE YEAR TWO THOUSAND AND TWENTY-FOUR

_____ AMENDMENT TO CHAPTER 50 OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE

Be it ordained by the City Council of the City of Holyoke as follows:

SECTION 1. Section 50-56 entitled "Crime Analyst, Article II entitled "Police Department" of Chapter 5 entitled "Law Enforcement" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended:

BY DELETING THE FOLLOWING SUBSECTION

"(4) Salary. The Crime Analyst shall be paid in accordance with Section 2-35."

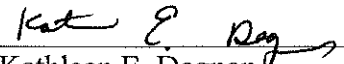
AND REPLACE WITH THE FOLLOWING LANGUAGE:

"(4). Salary. The Crime Analyst shall be paid in accordance with Section 2-35, except by a two-thirds vote by the city council, the starting salary for the position of Crime Analyst, which is set by ordinance, may exceed the mid-range salary but shall not exceed the maximum range salary. The provisions of this section shall have no effect on any other salary range or pay rate for any other city employee."

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. This ordinance shall take effect retroactively to the date of hire of the Crime Analyst.

APPROVED AS TO FORM:



Kathleen E. Degnan
Assistant City Solicitor

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of 10/01/2023 (the "Effective Date") by and between **ROLLKALL TECHNOLOGIES LLC / ROLLKALL MANAGEMENT SERVICES**, a Texas corporation (the "Service Provider") and the **HOLYOKE POLICE DEPARTMENT** (the "Client"). Service Provider and Client are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND:

- A. Service Provider provides administrative and operational management services to law enforcement agencies in connection with their law enforcement officer off-duty programs and activities.
- B. Client desires to engage Service Provider to provide such services in connection with its off-duty program.

AGREEMENT:

- 1) **Services.** Service Provider will perform the services (the "**Services**") for Client as defined in each statement of work mutually agreed to by the Parties in writing in the format attached as **Exhibit A** to this MOU ("**Scope of Services**") The Scope of Services will set forth the basis on which the Service Provider will charge the end user of Services, for and on behalf of officer, and will collect all such charges directly from the end user. **Exhibit B** (Financial Risk Mitigation) outlines payment terms.
- 2) **Client's Obligations.** Client will (a) cooperate with Service Provider in all matters relating to the Services; (b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform the Services in accordance with this MOU; (c) provide such materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 3) **Term and Termination.** This MOU will be effective as of the Effective Date and will continue until terminated under this section. Service Provider may terminate this MOU for any material breach of a term of this MOU by delivering ten (10) days prior written notice to Client. In the event that Service Provider materially breaches any term of this MOU, Service Provider will use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the MOU by serving written notice of termination. This entire MOU, including any Scope of Services which may be in effect at the time, may be terminated for any reasons by either Party by giving thirty (30) days written notice to the other Party. Termination will not affect either Party's obligations under Sections 7 and 8.
- 4) **Billing and Payment.** In consideration of the provision of the Services by the Service Provider and the rights granted to Client under this MOU, Service Provider will bill end users directly for all Services performed, which fees will include Service Provider's service fees set forth in the applicable Scope of Services, and any and all taxes, however designated, that are based on the Services provided by Service Provider pursuant to this MOU. Payment from the end user to Service Provider of the service fees pursuant to this Section 4 will constitute payment in full for the performance of the Services, and, Client will not be responsible for paying any other fees, costs or expenses.
- 5) **Relationship.** The Services will be provided by employees or agents of Service Provider as set forth on the respective Scope of Services executed by the Parties and made part of this MOU. The Parties intend that the relationship created between them is one of independent contractor. Neither Service Provider nor any employee or agent of Service Provider will be, or will be deemed to be, the agent or employee of Client. The manner and means of providing the Services are within the sole discretion, direction and control of Service Provider. Client provides none of the benefits provided by Client to its employees to Service Provider or any employee or agent of Service Provider. Nothing contained in this MOU will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

- 6) **No Representations or Warranties.** The Parties acknowledge and agree that in providing the Services, Service Provider is acting merely as a facilitator of a potential engagement between an end user and Client and its law enforcement officers. Service Provider will execute instructions provided by Client pursuant to a Statement of Work for purposes of coordinating and placing Client's law enforcement officers on off-duty jobs requested by end users. Service Provider makes no representations or warranties whatsoever regarding any end user or any off-duty job requested for placement, including whether the activity or placement is covered by liability insurance of the end user or Client. Service Provider will have no obligation to undertake any investigation or vetting of any end users or any proposed off-duty job placement and will have no liability to Client or any of Client's law enforcement officers with respect to any proposed placement. Client and its law enforcement officers will be solely responsible for evaluating each proposed placement and the applicable end user and may accept or reject any proposed placement in their sole and absolute discretion.
- 7) **Confidentiality.** Each Party agrees not to disclose and to retain in confidence, and not use for its benefit or the benefit of others, any confidential or proprietary information disclosed pursuant to this MOU or in connection with the Services unless required by applicable law (the "**Confidential Information**"). Neither Party may disclose any such Confidential Information to anyone, except with the express written consent of the Party providing such information, or as required by applicable law or in connection with disputes over the terms of this MOU. The term "Confidential information" does not include any information which becomes publicly known through no wrongful act of any Party, is or becomes readily ascertainable from public or published information or trade sources or is received from a third party not under an obligation to keep such information confidential.
- 8) **Exculpation; Limitations on Liability.** Neither Service Provider nor any of its officers, managers, members, partners, joint venturers, employees, agents or servants will be liable, in damages or otherwise, to Client for any error of judgment or other act or omission performed or omitted under or otherwise in respect of this MOU, except if such error of judgment or other act or omission results from the willful misconduct or gross negligence of Service Provider.
- 9) **Assignment.** Neither Party to this MOU may assign its rights or obligations hereunder without the prior written consent of the other Party hereto. Any attempted assignment without such prior written consent will be void. Notwithstanding the foregoing, Service Provider may assign its rights or obligations hereunder in connection with a sale or transfer of all or substantially all of its assets.
- 10) **Entire Agreement.** This MOU, including the Scope of Services, constitutes the entire agreement among the Parties hereto with respect to the matters governed hereby. This MOU and any Scope of Services may be amended only by a written instrument signed by each Party to this MOU.
- 11) **Performance of MOU; Applicable Law.** Each Party hereby agrees that this MOU is performable in Dallas County, Texas. This MOU, and the rights and obligations of Service Provider and Client, will be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Texas, without regard to principles of conflicts of laws.
- 12) **Notices.** Any notice, approval, consent, waiver or other communications required or permitted to be given or to be served upon any person in connection with this MOU will be in writing given or served at the Party's address set forth below or as such Parties will otherwise direct.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above. **CLIENT:**

By: _____

Signature

Print Name: _____

Title: _____

Address: _____

Attention: _____

Work Phone: _____

SERVICE PROVIDER: ROLLKALL TECHNOLOGIES,
LLC / ROLLKALL MANAGED SERVICES

By: _____

Signature

Print Name: _____

Title: _____

Address: _____

RollKall Technologies, LLC / RollKall Managed Services
600 E. Las Colinas Blvd., Suite 900
Irving, Texas 75039

Attention: _____

Rachael Landman

Work Phone: _____

(469) 784-9303

Exhibit A - "Scope of Services"

RollKall Managed Services (RMS) Features:

RollKall Smartphone Platform & RK Pay

- Web-based law enforcement agency port to schedule, post, assign, and track via the RollKall platform
- Ability to send electronic invoices to vendors and collect electronic payments for those vendors
- Reports to audit and maintain oversight into secondary employment program
- RollKall mobile application utilized by officers to clock in and clock out, track jobs, view job history, electronically invoice, job reminders, and alert
- Web-based client portal for vendors to view jobs and pay invoices electronically
- Complete onboarding and training for department administrators and coordinators
- 24/7 customer service
- Direct depository for officers to receive payments electronically and view payment status
- \$13 million General Liability coverage for the department, officer, and vendor (\$1 million per occurrence for each party, plus \$10 million umbrella coverage) for jobs worked via RKPAY

RMS Service Staff

- Your agency's point of contact for off-duty programs works directly with the department to set up, monitor, and administer the program for the selected vendors
- Intake calls from vendors requesting jobs and the status of jobs requested
- Schedule jobs requested by vendors according to department rules
- Invoices vendors for jobs worked and follow up to ensure invoices are paid in a timely manner
- Provide monthly/quarterly reports to command staff as desired for secondary employment hours, jobs, payments, and issues
- 24/7 support for vendors and officers requiring assistance pertaining to secondary employment

Initiation/Terms of Service/Pricing

Initiation on: 01/01/2024

Term of Service - monthly service from the signature of the Memorandum of Understanding (MOU)

Fully Managed Service

For vendors and jobs administered by the RollKall staff, pricing is as follows

- RMS will add 8% (ACH Payments) to vendor invoices for RollKall platform administration and RKPAY. Includes General Liability Insurance. An additional 2.99% processing fee for credit cards will be applied.

Exhibit B - "Financial Risk Mitigation"

Service Provider has the right to deem particular customers non-credit-worthy and require pre-payment from such customers. Service Provider agrees to not designate any customer as non-credit-worthy, which has been a recurring customer, in consistent good standing, with the Client's extra duty program for at least one year. Service Provider further agrees to inform Client prior to designating any individual customer as non-credit-worthy.

Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for services rendered, will have the option of pre-paying via ACH, credit card, or check. Service Provider may impose a 2.99% fee for any credit card payments.

Service Provider reserves the right to charge a late fee of 5% per month on invoice amounts aged 90.

Exhibit A - "Scope of Services"

RollKall Managed Services (RMS) Features:

RollKall Smartphone Platform & RK Pay

- Special Duty Jobs Scheduled Posted, Assigned & Tracked via the RollKall Platform
- RollKall App Used by Officers to Clock In & Out, Track Jobs & View Job History
- Job Reminders & Alerts for Late Shows/Offsite
- Web based Agency Portal for Oversight and Audit
- App Based Officer Invoicing
- App Training for Officers & Staff/ App Tech Support for Officers & Staff
- Business Sets Up RKPAY Account/ Officers paid by Direct Deposit
- Officers Have Access to Job & Payment Histories; Status of Payments Due Them
- Transmits Agency Administrative, Vehicle Use or Other Fees Due to Your Agency

RMS Service Staff

- Your Agency's "Executive Assistant" for Special-Duty Management - With One Call
- Account Manager Assigned Works Directly with You to Set-Up & Monitor Your Jobs & Program
- Account Manager Supports Your Officers, Helps You Solve Problems & Keeps Things on Track
- Service Desk Receives Inbound Calls to Your Agency for Special Duty Requests & Questions
- Service Desk Assists Businesses with RKPAY Account Setup for Easy Payment to Your Officers/ Department
- Schedules Jobs According to Your Agency Rules, Policies & Instructions - Your Program, Your Way
- Coordinate Directly with Your Officers for Individual Job Details & Requirements
- Address Business Questions, Concerns & Complaints
- Provide Monthly/Quarterly Reports to Command Staff as desired for Special-Duty Hours, Jobs, Payments & Issues

Initiation/Terms of Service/Pricing

- Initiation on [Date]: July 1, 2021
- Term of Service – Month to Month service from signature of Memorandum of Understanding (MOU)
- Per officer hour worked, RMS will add 5% processing fee (for ACH payments) or 7.5% (for Credit Card payments) for RollKall platform and RKPAY administration. Additionally, RMS will add \$1.50 per hour for administering full special duty management.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of July 1, 2021 (the "Effective Date") by and between ROLLKALL TECHNOLOGIES LLC / ROLLKALL MANAGEMENT SERVICES, a Texas corporation (the "Service Provider") and the Holyoke Police Department (the "Client"). Service Provider and Client are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND:

- A. Service Provider provides administrative and operational management services to law enforcement agencies in connection with their law enforcement officer off-duty programs and activities.
- B. Client desires to engage Service Provider to provide such services in connection with its off-duty program.

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- 3) **Term and Termination.** This MOU will be effective as of the Effective Date and will continue until terminated under this section. Service Provider may terminate this MOU for any material breach of a term of this MOU by delivering ten (10) days prior written notice to Client. In the event that Service Provider materially breaches any term of this MOU, Service Provider will use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the MOU by serving written notice of termination. This entire MOU, including any Scope of Services which may be in effect at the time, may be terminated for reasons of convenience by either Party by giving ninety (90) days written notice to the other Party. Termination will not affect either Party's obligations under Sections 7 and 8.
- 4) **Billing and Payment.** In consideration of the provision of the Services by the Service Provider and the rights granted to Client under this MOU, Service Provider will bill end users directly for all Services performed, which fees will include Service Provider's service fees set forth in the applicable Scope of Services, and any and all taxes, however designated, that are based on the Services provided by Service Provider pursuant to this MOU. Payment from the end user to Service Provider of the service fees pursuant to this Section 4 will constitute payment in full for the performance of the Services, and, Client will not be responsible for paying any other fees, costs or expenses.

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- 7) **Confidentiality.** Each Party agrees not to disclose and to retain in confidence, and not use for its benefit or the benefit of others, any confidential or proprietary information disclosed pursuant to this MOU or in connection with the Services (the "**Confidential Information**"). Neither Party may disclose any such Confidential Information to anyone, except with the express written consent of the Party providing such information, or as required by applicable law or in connection with disputes over the terms of this MOU. The term "Confidential information" does not include any information which becomes publicly known through no wrongful act of any Party, is or becomes readily ascertainable from public or published information or trade sources or is received from a third party not under an obligation to keep such information confidential.
- 8) **Exculpation; Limitations on Liability.** Neither Service Provider nor any of its officers, managers, members, partners, joint venturers, employees, agents or servants will be liable, in damages or otherwise, to Client for any error of judgment or other act or omission performed or omitted under or otherwise in respect of this MOU, except if such error of judgment or other act or omission results from the willful misconduct or gross negligence of Service Provider. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ACTUAL DAMAGES RESULTING FROM ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IN EXCESS OF AMOUNTS PAID TO SERVICE PROVIDER FOR SERVICES (NOT EXPENSES) UNDER THIS MOU, AND SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS MOU.
- 9) **Assignment.** Neither Party to this MOU may assign its rights or obligations hereunder without the prior written consent of the other Party hereto. Any attempted assignment without such prior written consent will be void. Notwithstanding the foregoing, Service Provider may assign its rights or obligations hereunder in connection with a sale or transfer of all or substantially all of its assets.

- 10) **Entire Agreement.** This MOU, including Scope of Services, constitutes the entire agreement among the Parties hereto with respect to the matters governed hereby. This MOU and any Scope of Services may be amended only by a written instrument signed by each Party to this MOU.
- 11) **Performance of MOU; Applicable Law.** Each Party hereby agrees that this MOU is performable in Dallas County, Texas. This MOU, and the rights and obligations of Service Provider and Client, will be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Texas, without regard to principles of conflicts of laws.
- 12) **Notices.** Any notice, approval, consent, waiver or other communications required or permitted to be given or to be served upon any person in connection with this MOU will be in writing given or served at the Party's address set forth below or as such Parties will otherwise direct.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

CLIENT:

By: Matthew F Moriarty
Signature

OBO
Chief Feb

Print Name: Matthew Moriarty

Title: Captain of Operations

Address: 138 Appleton St
Holyoke, MA 01040

Attention: _____

Work Phone: (413) 322-6969

SERVICE PROVIDER: ROLLKALL TECHNOLOGIES, LLC / ROLLKALL MANAGED SERVICES

By: Albert Vasquez
Signature

Print Name: Albert Vasquez

Title: VP of Sales

Address:

RollKall Technologies, LLC / RollKall Managed Services
600 E. Las Colinas Blvd., Suite 900
Irving, Texas 75039

Attention: Rachael Landman, Client Executive

Work Phone: (469) 784-9303

#EDIC

HEDIC -

Agenda # 23

City of Holyoke

IN CITY COUNCIL

Introduced by Councilor Joseph M. McGliverin

Ordered, that the attached resolution approving the Holyoke Economic Development and Industrial Corporation's Economic Development Plan dated November 15, 2001 for the Holyoke Gas & Electric Industrial Land Project be adopted.

In City Council, November 20, 2001. Received and referred to the Redevelopment Committee. In City Council Dec. 5, 2001 report of committee received and adopted on a call of the roll of the yeas and nays: YEAS 14--NAYS 0--ABSENT 1 (None)

Susan M. Egan

Clerk

Presented to the Mayor	Mayor's Office
For Approval <u>DEC 5</u> , 20 01	Holyoke, Mass. <u>DEC 6</u> , 20 01
<i>Susan M. Egan</i> City Clerk	Approved <i>[Signature]</i> Mayor

4-11-02 COPY,

Attest:

Susan M. Egan

**RESOLUTION OF THE CITY COUNCIL, HOLYOKE, MASSACHUSETTS
ADOPTING THE ECONOMIC DEVELOPMENT PLAN FOR
THE HOLYOKE GAS & ELECTRIC INDUSTRIAL LAND PROJECT**

WHEREAS, the Holyoke City Council recognizes that it is necessary for the Holyoke Economic Development and Industrial Corporation to have the ability to undertake projects that stimulate private investment, create jobs, and increase real estate property taxes for the continued economic growth of the City of Holyoke;

WHEREAS, the Holyoke Economic Development and Industrial Corporation has prepared a Development Agreement with the Holyoke Gas & Electric Department for the industrial land and industrial land with buildings located at Water Street (049-01-005), Whiting Farms Road South (116-00-001), Whiting Farms Road North (120-00-012), Meadow Street (082-00-109), Berkshire Street (057-00-022), 5 Appleton Street (049-01-006), and 1 Canal Street (033-03-006) in Holyoke, Massachusetts (hereinafter referred to as the PROPERTIES) in order to facilitate the development and resale of said PROPERTIES and thereby stimulate private investment, generate jobs, and increase real estate property taxes in the City of Holyoke;

WHEREAS, the Holyoke Economic Development and Industrial Corporation would enter into the Development Agreement with the Holyoke Gas & Electric Department for the PROPERTIES;

WHEREAS, the Holyoke Economic Development and Industrial Corporation would undertake a comprehensive planning process to include neighborhood interests, environmental impacts, and infrastructure capacities;

WHEREAS, the Holyoke Economic Development and Industrial Corporation would market and resell the PROPERTIES in order to maximize the benefits for the ratepayers of the Holyoke Gas & Electric Department and to the citizens of Holyoke;

WHEREAS the MEDIC, as authorized by Chapter 121C of the Massachusetts General Law, has the authority to buy and sell property, hold options, manage projects, authorize financing, to assist private developers, and "...to do all acts and things necessary or convenient to carry out the powers expressly granted in this act," (Section 5) and is designated to undertake projects in accordance with an Economic Development Plan to meet these ends;

WHEREAS, Chapter 121C of the MGL defines "Economic Development Area" as any blighted and open area . . . "within which an Economic Development and Industrial Corporation may promote industrial growth";

WHEREAS, the Holyoke City Council declares the PROPERITES in the Holyoke Gas & Electric Industrial Land Project Economic Development Plan as "open and blighted" under Massachusetts General Laws, Chapter 121B, and be adopted for the following reasons:

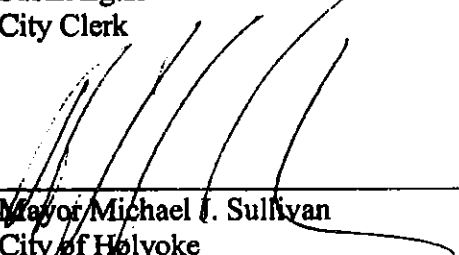
- 1) There is an extremely limited amount of developed and developable industrial land in Holyoke;
- 2) The subject properties have remained idle, undeveloped, and/or under utilized for many years;
- 3) The HEDIC will provide for a comprehensive and coordinated planning process.
- 4) There has been significant disinvestment in certain areas of Holyoke. The HEDIC will work for the sole interest of the citizens of Holyoke to maximize the benefits of this project in terms of private investment, job creation, and increased real estate property tax revenue.

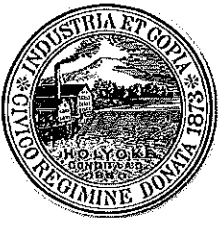
WHEREAS, the Holyoke Economic Development and Industrial Corporation has prepared an Economic Development Plan for the Holyoke Gas & Electric Industrial Land Project pursuant to Massachusetts General Laws, Chapter 121C and has presented this plan to the Mayor and the City Council for consideration.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of Holyoke, Massachusetts, that the Holyoke Gas & Electric Industrial Land Project Economic Development Plan is approved.

Adopted by vote of the Holyoke City Council at a duly called meeting on Dec. 5, 2001
by a vote of 14 yeas and 0 nays, and absent 1 (Norris).


Susan Egan
City Clerk


Mayor Michael J. Sullivan
City of Holyoke



Mayor Joshua A. Garcia

HEDIC

City of Holyoke

Aaron M. Vega, Executive Director

October 9, 2024

Holyoke City Council
City of Holyoke
Holyoke, MA 01040

Dear Councilors:

Please find attached Meeting Minutes of the Holyoke Economic Development and Industrial Corporation for the dates listed below.

HEDIC Meetings

July 25th, 2024 Regular minutes
December 12th, 2023 Executive minutes
February 1st, 2024 Executive minutes
February 29th, 2024 Executive minutes

As always, please contact me if there are any questions.

Sincerely,

Kimberly Casiano

RECEIVED

OCT 23 2024

Holyoke City Clerk's
Holyoke, MA

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

February 1st, 2024 Executive Meeting Minutes

via Zoom Meeting ID 816 5212 7276

RECEIVED

OCT 23 2024

Members Present:

Callie Flanagan
Joseph McGiverin
Mark Cutting
Antonio Quinones

Staff Present:

Aaron Vega, Executive Director
John Dyjach, Assistant Director
Marie Brazeau, Development Specialist
Kimberly Casiano, Head Clerk

Holyoke City Clerk's
Holyoke, MA

Others present: Mayor Joshua Garcia, Attorney Jane Mantolesky, Jim Lavelle (HG&E), Michael Curtin (HG&E) Andrew Melendez, Paul Zingarelli, Eric McCafferty, Emil Morales

1. Call to Order

Vice Chairperson Callie Flanagan called the executive meeting to order at 5:16 p.m. and stated that the meeting was being recorded and was being held remotely. A roll call followed:

<u>Name</u>	<u>Present</u>
Carl Eger, Jr.	N
Joseph McGivern	Y
Rosa Pantoja	N
Antonio Quinones	Y
Mark P. Cutting	Y
Callie Flanagan	Y
Michael Sullivan	N

2. HEDIC Board Business

- a. **HEDIC Executive Board Minutes of December 12, 2023:** A motion was made to approve and hold the Executive Minutes was made by Mark Cutting and seconded by Antonio Quinones. A roll call followed.

<u>Name</u>	<u>Vote</u>
Mark P. Cutting	Y
Callie Flanagan	Y
Joseph McGivern	Y
Antonio Quinones	Y

3. Real Estate

- a. **Whiting Farm Road Parcel Proposal with Holyoke Gas & Electric Dept. (HG&E):** The Vice Chair thanked the guests present to discuss the Whiting Farm Road property and opened the floor for staff to provide background. Mr. Vega explained that staff begin working on this following Mayor Garcia's initiative to seek the development of a sports complex and new Volleyball Hall of Fame facility for the City. The proposal before the Board today is from the sports complex initiative group which is seeking to purchase the 11- acre parcel on Whiting Farms Road. This parcel is part of an Economic Development Project between the HG&E and the HEDIC. Mr. Vega added that this proposal is the only response received to the Request for Proposal (RFP) issued by the HG&E. Andrew Melendez then presented on the Sports Complex facility and Volleyball Hall of Fame proposal. Mr. Melendez says that with USA International Sports Complex they have put together a plan for a multi-location facility and museum. This facility will be 120-130 thousand square feet and have the capacity for a wide array of sports activities, most notably volleyball and basketball. They anticipate this parcel being the location for Phase 1 of the project. The location is right off I-91 which they believe is ideal to promote tourism and economic development for the City. Mark Cutting asked the timeline on the project, Mr. Melendez responded they have an anticipated groundbreaking within 9 months of the closing on the

HEDIC Meeting
February 1, 2024
Page 1 of 3

property followed by a roughly two years until doors open and the facility is fully operational. Mr. Cutting asked if they plan to use local companies, contractors, or goods to build the facility. Mr. Melendez said they will be giving priority to local contractors and subcontractors; he added that they will also prioritize Holyoke residents to be employed at the complex itself. They will be creating a workforce training program where they will have residents train at other sports complex facilities in the network and then take on management roles at the Holyoke facility. Mr. McGiverin asked is this a for profit business, Melendez responded yes, it is. Mr. McGiverin asked about partnership opportunities with the public schools and Holyoke Community College, Mr. Melendez explained that the public schools would be able to have access to this facility for training and that they intend to discuss partnerships with HCC. The Vice Chair thanked the presenters for their time and asked about their funding sources. Mr. Melendez says the team has met with Mass Development and that preliminary conversations have led them to now be pursuing the funding to be 90% from a MassDevelopment bond. This final proposal to MassDevelopment will be presented following the closing of the property. Mr. Cutting asked if traffic studies have been done yet or if that will be in due diligence period, Mr. Melendez said there was a 2018 assessment on the property, but updated information will be needed but they believe there will be no traffic congestion. Mayor Garcia expressed his support and excitement for this project and emphasized the potential positive economic impacts of this project. The Board and Staff thanked the Mayor and presenters and said they will consider further and direct staff to follow up.

The presenters left the zoom call and HEDIC and the HG&E then discussed the proposal and the process for reviewing the RFP. Mr. Vega said staff has had some initial conversations with HG&E concerning the offer of \$85,000 with an escalation clause of up to \$300,000 from the sports complex group. The \$85,000 offer is representative of the most recent assessed value. The HG&E has been seeking a higher number though there was no minimum suggested bid in the RFP. A lower bid, and a non-industrial use, must be able to prove significant benefit to the overall benefit of the city. The zoning concerns over the parcel should be null so long as the Volleyball Hall of Fame is included in the project the use would be allowed. Mr. Vega added that while the group did not propose an option agreement, they may want to consider an option during the due diligence period rather than a sale while they work to determine the feasibility of the project. Mr. Lavelle said the HG&E, while excited about the prospect, would like to get a higher offer and prefers a direct sale as they have had the property on the market for over twenty years. The Vice Chair asked what the target price is, Mr. Lavelle said they are looking for around \$100,000 / acre but only asking that price for the acres that are considered developable. That would put the price around \$500,000 as there are only an estimated 5 acres that could be developed. Mr. McGiverin asked if the HG&E wants HEDIC to take the lead on negotiating this price and the terms of the sale including reverters. Mr. Lavelle agreed that yes, they see HEDIC as the lead and development experts for this project. The Board agreed that staff should discuss the purchase price with the proposers and then bring the new offer to the Board at the next meeting.

- b. **Bobala Road Parcel 4A Proposal and Draft Option Agreement:** The Vice Chair opened the floor for staff to provide an update on the proposal heard last meeting from Agilitas. Mr. Dyjach said at the Board's direction, staff went back to Agilitas to negotiate the desired terms for the option agreement. Agilitas agreed to all terms, most notably the length of the option agreement which was reduced to 6 months with a 6 month extension and to increase the non-refundable deposit to \$10,000 per 6 month periods. The Vice Chair thanked staff for the work and entertained a motion to approve the agreement. A motion was made by Mark Cutting to approve the option agreement as it stands and was seconded by Joseph McGiverin. A roll call followed:

<u>Name</u>	<u>Vote</u>
Joseph McGivern	Y
Antonio Quinones	Y
Mark P. Cutting	Y
Callie Flanagan	Y

4. **Adjournment:**

A motion was made by Joseph McGivern to adjourn the executive session and return to regular session which was seconded by Mark Cutting. A roll call followed:

<u>Name</u>	<u>Vote</u>
Antonio Quinones	Y
Mark P. Cutting	Y
Callie Flanagan	Y
Joseph McGivern	Y

The meeting adjourned at 6:20pm

Sincerely,



Carl Eger, Chairperson
Holyoke Economic Development and Industrial Corporation

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

December 12, 2023 Executive Meeting Minutes

via Zoom Meeting ID 836 3175 3977

Members Present:

Carl Eger
Joseph McGiverin
Mark Cutting
Callie Flanagan
Michael Sullivan

Staff Present:

Aaron Vega, Executive Director
John Dyjach, Assistant Director
Marie Brazeau, Development Specialist
Kimberly Casiano, Head Clerk

Others present: Mary Sullivan, Mustafa Sezgin

1. Call to Order

Chairperson Carl Eger called the meeting to order at 6:03 p.m. and stated that the meeting was being recorded and was being held remotely. A roll call followed:

<u>Name</u>	<u>Present</u>
Carl Eger, Jr.	Y
Joseph McGivern	Y
Rosa Pantoja	N
Antonio Quinones	N
Mark P. Cutting	Y
Callie Flanagan	Y
Michael Sullivan	Y

2. HEDIC Board Business

- a. **HEDIC Executive Board Minutes of October 26, 2023:** A motion was made to approve and release the October 26, 2023 Executive minutes was made by Joseph McGivern and seconded by Mark Cutting. A roll call followed.

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGivern	Y
Callie Flanagan	Y
Carl Eger, Jr.	Y
Mark P. Cutting	Y

The motion passed unanimously.

3. Real Estate

- a. **HEDIC Real Estate - Proposal for Bobala Rd. land (Parcel 176-00-004A):** John Dyjach introduced the representatives from Agilitas Energy, Mary Sullivan and Mustafa Sezgin who are present to present their proposal for the HEDIC land on Bobala Road. He said that Agilitas is seeking a location for a Battery Energy Storage System (BESS) facility and approached HEDIC staff to inquire about the 8-acre Bobala Rd property, they are now seeking an option agreement while they conduct due-diligence. Mr. Dyjach explained while there has been some interest in the site over the years but only 1 to 2 acres at maximum is developable, which has made it more complicated for developers. The Chair gave the floor to Mary Sullivan and Mustafa Sezgin to present their project. Mary Sullivan thanked the Board and explained Agilitas is a developer of clean renewable energy and in conversations with the Holyoke Gas and Electric they have discussed expanding the grid capacity while remaining renewable and battery storage is part of that. As part of their due diligence for the site, it was determined that an endangered species

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

February 29th, 2024 Executive Meeting Minutes
via Zoom Meeting ID 816 5212 7276

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Holyoke City Clerk's
Holyoke, MA

Members Present:

Carl Eger
Callie Flanagan
Joseph McGiverin
Antonio Quinones
Michael Sullivan

Staff Present:

Aaron Vega, Executive Director
John Dyjach, Assistant Director
Kimberly Casiano, Head Clerk

1. Call to Order

Chairperson Carl Eger called the executive meeting to order at 5:38 p.m. and stated that the meeting was being recorded and being held remotely. A roll call followed:

<u>Name</u>	<u>Present</u>
Carl Eger, Jr.	Y
Joseph McGiverin	Y
Rosa Pantoja	N
Antonio Quinones	Y
Mark P. Cutting	N
Callie Flanagan	Y
Michael Sullivan	Y

2. HEDIC Board Business

- a. **HEDIC Executive Board Minutes of February 1, 2024:** A motion was made to approve and hold the Executive minutes was made by Joseph McGiverin and seconded by Antonio Quinones. A roll call followed.

<u>Name</u>	<u>Vote</u>
Callie Flanagan	Y
Joseph McGiverin	Y
Antonio Quinones	Y
Michael Sullivan	Y
Carl Eger, Jr.	Y

3. Real Estate

- a. **Whiting Farms RFP Proposal Update:** Staff turned the Board's attention to the most recent draft agreement for the Whiting Farms Road proposal received from the Sports Complex contingent. Mr. Vega provided an update on the negotiations on the agreement and noted that staff and the HG&E along with HG&E Atty. Ferriter and City Atty. Mantolesky have worked together to establish a sale price of \$500,000 for the property and draft the Purchase and Sale Agreement. The terms would provide the buyer up to 24 months to close on the sale and require a \$50,000 down payment that would be non-refundable after 12 months if the buyer continues. Mr. Vega said that this agreement would provide the Sports Complex group with sufficient site control to leverage its project financing. The HG&E did not want this agreement to be structured as an option agreement or to have a reverter clause as they prefer to sell the property. The agreement would also include a stipulation that a deed restriction be included to ensure that this owner and any future owner be obligated to pay full property taxes. Mr. Sullivan asked if this agreement requires City Council approval. Mr. McGiverin responded that the City Council approved the Economic Development Plan for this parcel providing HEDIC with the authority to market and sell this property and no further approval is required of that body. Mr. McGiverin questioned the lack of a reverter clause without which HEDIC and HG&E would have no control over ensuring the property is developed for the proposed use. Mr. Vega said they could suggest

HEDIC Executive Meeting
February 29, 2024
Page 1 of 2

a compromise such as having a first right of refusal so as to have the opportunity to have control over future sales. Mr. Dyjach added that another option could be a clause that should the buyer not develop and sell the property then HEDIC would be entitled to receive a percentage of the sale price. Mr. Sullivan stated in that scenario HEDIC should set the resale percentage higher in the 25% range to measure the seriousness of the proposers and because we are seeing higher purchase prices for land as developers are eyeing the City. Mr. Dyjach said that the Redevelopment Authority included a resale stipulation of 4% of the amount above the sale price to help ensure the project is developed. Mr. Sullivan added maybe it is a lower percentage up to a certain price and then a higher percentage after a determined threshold.

A motion was made by Antonio Quinones for staff to negotiate protection in the sale preferably in the form of a resale provision with first right of refusal or with percentage of any resale coming to the HEDIC and the HG&E. The motion was seconded by Joseph McGiverin. A roll call followed.

<u>Name</u>	<u>Vote</u>
Callie Flanagan	Y
Joseph McGiverin	Y
Antonio Quinones	Y
Michael Sullivan	Y
Carl Eger, Jr.	Y

4. Adjournment

A motion was made by Joseph McGiverin to adjourn the Executive meeting and return to regular session which was seconded by Antonio Quinones. A roll call followed:

<u>Name</u>	<u>Vote</u>
Callie Flanagan	Y
Joseph McGiverin	Y
Antonio Quinones	Y
Michael Sullivan	Y
Carl Eger, Jr.	Y

The meeting adjourned at 6:24pm

Sincerely,



Carl Eger, Chairperson
Holyoke Economic Development and Industrial Corporation

exists on the property and therefore Natural Heritage will allow only about half an acre to be developed which for the intended purpose of Agilitas is ideal as they require 15,000 square feet for a BESS. They would place the battery on the northwest corner of the property, which is facing Kelly Way, this location keeps appropriate distance from the wetlands and on more level ground. The location plan maps were shared on screen, Mustafa explained the setbacks demonstrated on the map of the parcel. The Chair thanked the presenters and opened the floor to questions or comments from the Board. Mr. Sullivan expressed his support for investing in clean energy infrastructure as the city is seeing more hard tech companies seeking green energy. Mr. McGivern echoed the sentiments of Mr. Sullivan and then asked what endangered species are present on the property. Mary Sullivan responded that National Heritage cannot disclose that information as it is considered dangerous to the species to make that public information. Mr. McGivern asked how the proposed price was determined, Mary responded that they are offering \$350,000 which is the most recent assessed value from the city property record card. Mr. Dyjach then referred the Board to the terms of the option agreement which Agilitas is proposing. They propose an initial deposit of \$5,000 with annual deposit payments of \$5,000 for renewal of the option. Aaron Vega noted that HG&E is supportive of this proposal and would help keep energy costs low. He went on to explain that an option agreement will be necessary as the City Council and the Planning Board have not yet finalized the Battery Energy Storage System ordinance. Mary Sullivan added that they are hoping to have the option in place soon as there are federal incentives from the Inflation Reduction Act that Agilitas is hoping to receive for this project. The Chair thanked Mary and Mustafa and said the Board will deliberate. Mr. Dyjach further described the proposed option terms and said Staff is requesting the Board's direction. Mr. McGivern said that a reverter should include protective language concerning the intended use of the property to ensure the project does not change. John Dyjach noted that Agilitas also offered to lease the property but thinks that a sale would be the preferred route. Mr. McGivern says there are important considerations, but he is supportive of the project either way. Mr. Sullivan said he prefers a direct sale, but he would like to request that the option agreement requires 5% down. Mark Cutting echoed that the option should require 5% down payment. The Chair asked that staff inform Agilitas that the Board is favorable to their proposal pending the changes that were discussed. Mr. Dyjach asked if the Board would like to approve the option with those changes. Mr. McGivern asked that staff discuss those changes with Agilitas and then the Board will vote at the next meeting. Mr. Dyjach asked if during those negotiations staff could meet in the middle and discuss a \$10,000 down payment, the Board agreed.

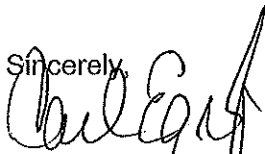
4. Adjournment:

A motion was made by Joseph McGivern to adjourn the executive session and return to regular session which was seconded by Mark Cutting. A roll call followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGivern	Y
Callie Flanagan	Y
Carl Eger, Jr.	Y
Mark P. Cutting	Y

The meeting was adjourned at 6:49pm.

Sincerely,



Carl Eger, Chairperson
Holyoke Economic Development and Industrial Corporation

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

Meeting Minutes - July 25, 2024

Greater Holyoke Chamber of Commerce

177 High Street and via Zoom Meeting ID 834 2372 7573

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OCT 25 2024
Holyoke City Clerk's
Holyoke, MA

Members Present:

Carl Eger, Jr.
Joseph McGiverin
Mark Cutting
Catherine Pratt
Michael Sullivan

Staff Present:

Aaron Vega, Executive Director
John Dyjach, Assistant Director
Kimberly Casiano, Head Clerk

1. Call to Order

Chairperson Carl Eger called the meeting to order at 5:02 p.m. and stated that the meeting was being recorded and being held in person and remotely. A roll call followed:

<u>Name</u>	<u>Present</u>
Carl Eger, Jr.	Y
Joseph McGivern	Y
Mark P. Cutting	Y
Catherine Pratt	Y
Michael Sullivan	Y

Chairperson Eger introduced and welcomed new HEDIC Board member Catherine Pratt and the members and staff made introductions.

2. HEDIC Board Business

- a. **HEDIC Meeting Minutes of May 16, 2024:** A motion was made to approve the May 16, 2024 Executive meeting minutes was made by Michael Sullivan and seconded by Joseph McGiverin. A roll call followed.

<u>Name</u>	<u>Vote</u>
Carl Eger, Jr.	Y
Joseph McGivern	Y
Mark P. Cutting	Y
Catherine Pratt	Abstained
Michael Sullivan	Y

- b. **Review of Quarterly Financial and Real Estate Notes:** John Dyjach summarized the quarterly statement. He referred the Board to a few notable transactions including \$50,000 transfer from the operating account to the revolving loan account to get a better interest rate, the \$100,000 Manufacturers Loan to Rutto Bats, and the receipt of 5,000 from Pro Ampac for their Foreign-trade Subzone annual fee.

John Dyjach then explained that the Certificate of Deposit at PeoplesBank is maturing next month and requested the Board's direction for the account. Joseph McGiverin asked how incoming revenue compares to operating expenses. John Dyjach replied that the operating expenses are minimal as compared to previous years. HEDIC Treasurer McGiverin noted that HEDIC has the ability to fund some positive work but needs to remain careful of not going in the direction of a structural funding deficit as occurred in some previous years. Michael Sullivan asked if a comparison of competitive interest rates was done in regard to the CD. John Dyjach said that was done with local banks and that the rates are comparable to what PeoplesBank can offer with some slightly better rates offered periodically. Catherine Pratt asked how much of HEDIC's funds are allocated to the loan programs. John Dyjach replied that \$300,000 for the Manufacturers Loan and \$200,000 for the MakerLoan programs. Aaron Vega added that of this amount \$125,000 in loans have been made so far. Joseph McGiverin asked if the loan payments and interest are paid to the

HEDIC Meeting
July 25, 2024
Page 1 of 3

same account to which Aaron Vega confirmed. There was then discussion on renewing the CD with Mark Cutting suggesting that a money market account be considered which would provide liquidity at a good rate. John Dyjach said this would be done and added that he has also discussed options with the City Treasurer. Carl Eger noted that there are competitive rates at local banks and suggested those be looked into. Michael Sullivan concurred and getting the best rate available is important especially given the amount on deposit. Joseph McGivern said it is important to keep the funds locally as long as the rates are competitive and noted the substantial community involvement of PeoplesBank. John Dyjach said that staff would proceed according to these parameters.

3. HEDIC Loan Program Updates

John Dyjach stated that HEDIC's loan with Rutto Bats closed in June and that interest only payments for the first year are starting. He said that Raw Beauty Brand is making their MakerLoan payments according to the loan terms. He added that staff intends to meet with each business periodically.

4. Real Estate Projects

a. Whiting Farms Rd. (USA International Sports Complex)

Aaron Vega explained that he recently met with representatives of the Sports Complex and that they remain in the site planning stage. He said they are also in the funding stage for the project and that more specifics have yet to be provided. Joseph McGivern asked about their interest in the Wyckoff properties and if that affects their interest in Whiting Farms Road. Mr. Vega replied that after learning about the Wyckoff interest a separate discussion occurred to discuss the site and that questions came up including zoning and traffic. He added that they are aware that the Volleyball Hall of Fame is a integral component for the Whiting Farms Rd. development. It was left then that the development group was going to further to evaluate the Wyckoff property. Mr. McGivern was aware that several questions came up when they spoke to a group at Wyckoff. Michael Sullivan asked about the timeframe for the sale of the Whiting Farms Rd. property. John Dyjach replied said that the Purchase and Sale Agreement provided a two-year due diligence period and that the deposit only becomes non-refundable at the one year anniversary of the signing.

b. Bobala Rd. (Agilitas)

John Dyjach summarized the background saying that Agilitas has an Option agreement with HEDIC to purchase the HEDIC Bobala Rd. land to site a battery energy storage system there. He explained that the company is exercising its option extension for an additional six months. He said that the extension was already provided for in the original Option Agreement and it includes a second \$10,000 non-refundable deposit. He said good progress is being made and the company indicated they are trying to close on the sale this Fall.

5. Other Business

- a. Brownfield Coordinator / Consultant concept: Aaron Vega explained the idea to supplement the services of the Department by hiring a consultant for Brownfield related work. He said that due to staff reductions this seemed like an appropriate way to fund this much needed service. He added that the Mayor has agreed to funding \$30,000 for this from the approved consulting budget and that he is requesting that HEDIC also help with the funding with a focus on industrial properties. Joseph McGivern said that his understanding is that HEDIC funds would not be returned but this would be an investment for development in the City. Catherine Pratt said that from the description provided another benefit is that a consultant would seek grant funding for redevelopment. After some discussion about potential properties, a motion was made by Mark Cutting to allocate up to

\$30,000 from HEDIC to fund the consultant. Said motion was seconded by Joseph McGiverin and a roll call vote followed.

<u>Name</u>	<u>Vote</u>
Carl Eger, Jr.	Y
Joseph McGivern	Y
Mark P. Cutting	Y
Catherine Pratt	Y
Michael Sullivan	Y

- b. Manufacturers Roundtable: Aaron Vega said the next roundtable will be held on September 19th at the STEAM Building on Race Street and will focus on workforce development.
- c. Annual Meeting: John Dyjach said that Staff will be looking to schedule the Board's annual meeting at the regular meeting date in September.

<u>Name</u>	<u>Vote</u>
Carl Eger, Jr.	Y
Joseph McGivern	Y
Mark Cutting	Y
Catherine Pratt	Y
Michael Sullivan	Y

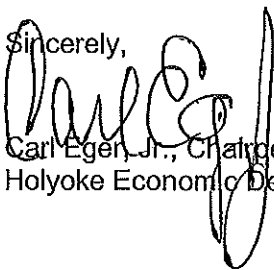
6. **Adjournment:**

With no other business, a motion was made by Michael Sullivan to adjourn the meeting. The motion was seconded by Joseph McGiverin and a roll call followed:

<u>Name</u>	<u>Vote</u>
Carl Eger, Jr.	Y
Michael Sullivan	Y
Joseph McGivern	Y
Catherin Pratt	Y
Mark Cutting	Y

The meeting was adjourned at 5:37 p.m.

Sincerely,



Carl Eger, Jr., Chairperson
Holyoke Economic Development and Industrial Corporation



Mayor Joshua A. Garcia

HEDIC

City of Holyoke

Aaron M. Vega, Executive Director

October 9, 2024

Holyoke City Council
City of Holyoke
Holyoke, MA 01040

Dear Councilors:

Please find attached Meeting Minutes of the Holyoke Economic Development and Industrial Corporation Annule Meeting Report from July 1st – June 30th

As always, please contact me if there are any questions.

Sincerely,

Kimberly Casiano

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OCT 23 2024

Holyoke City Clerk's
Holyoke, MA



◆ ANNUAL MEETING REPORT ◆

For JULY 1, 2023 TO JUNE 30, 2024

The purpose of the Holyoke Economic Development and Industrial Corporation (HEDIC) Annual Meeting is to receive the Annual Report, ratify the Board's actions for the previous Fiscal Year, and for other necessary business.

The fiscal year of the HEDIC runs in conjunction with the City of Holyoke's Fiscal Year which is from July 1 to June 30.

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HEDIC Background and Purpose

The Holyoke Economic Development and Industrial Corporation (HEDIC) was established by the City of Holyoke on March 17, 1981 as authorized by Chapter 121C of the Massachusetts General Laws.

HEDIC's purpose, as stated in its bylaws, is to encourage and promote economic development, the growth of employment and business opportunities within the City of Holyoke through the creation and implementation of comprehensive economic and area planning. This planning shall include technical, engineering and other related studies, projects, and programs designated to stimulate and promote said economic development and employment opportunities. The Corporation shall assist in the coordination of private and public efforts and investments for these purposes. All activities of the Corporation shall be within the guidelines of Massachusetts General Law Chapter 121C.

Board of Directors and Staff

HEDIC has a seven-member board appointed by the Mayor and confirmed by the City Council. Two of the members represent the public at-large and the others represent sectors of business that include real estate, finance, municipal government, low-income, and industrial development.

<u>Board of Directors</u>	<u>Sector</u>
Carl Eger, Jr. (Chairperson)	Real Estate
Callie Flanagan (Vice Chairperson)	Finance
Joseph McGiverin Treasurer	Municipal Government
Antonio Quinones Albino, Clerk	Public Low Income
Catherine Pratt, Member	Industrial Development
Mark Cutting, Member	At-Large
Michael Sullivan, Member	At-Large

Staff:

Aaron Vega, Executive Director
John Dyjach, Assistant Director
Kimberly Casiano, Head Clerk

Summary of Activities - July 1, 2023 to June 30, 2024

HEDIC met on seven occasions from July 1, 2023 through June 30, 2024:

- August 24, 2023
- October 26, 2023
- December 12, 2023
- February 1, 2024
- February 29, 2024
- March 28, 2024
- May 16, 2024

Meeting Summaries

➤ August 24, 2023

- Mayor Garcia appointed Carl Eger, Jr. as Chairperson and Callie Flanagan as Vice Chairperson. The Board nominated and approved Joseph McGiverin as Treasurer and Antonio Quinones Albino as Clerk.
- The revised HEDIC Loan Program consisting of the MakerLoan Program and the Manufacturers Equipment Loan is being rolled out. MakerLoan documents were translated to Spanish to support upcoming marketing efforts. Board Member Callie Flanagan will participate in an informational video to be aired on Holyoke Media for the MakerLoan program.
- Board Member Michael Sullivan reported that the HEDIC sponsored Hard Tech Event was a success and that there were a number of companies from outside the City present at the event to learn more about potentially growing their business in Holyoke.

➤ October 26, 2023

- Staff presented a MakerLoan pre-application from Raw Beauty Brand which is requesting \$25K. The Board supported the next step to a full application with Joseph McGiverin stating should include a requirement the business remain in Holyoke.
- Information on the Sublime project along Canal Street was presented to the Board. This is the property owned by Quantum which the Board previously considered assisting.
- HEDIC approved sponsorship for the Winter Pop N' Shop event to be held at Open Square. Staff said it was a good opportunity to market the MakerLoan Program to small and start-up businesses.

➤ December 12, 2023

- Agilitas Energy presented its proposal to purchase the HEDIC owned land on Bobala Road to construct and operate a Battery Energy Storage System. The Board provided staff with the parameters to negotiate an agreement.
- HEDIC approved a \$25,000 MakerLoan application made by Raw Beauty Brand.

Crystal Headley, owner of the company, presented the request and answered the Board's questions.

- Staff reported on the status of HEDIC's Equipment Loan Program and recommended that modifications be considered. The Board concurred with the goal of supporting industry by increasing the uses in addition to equipment.
- Staff provided background for the HEDIC owned land on Whiting Farms Road that is part of the Economic Development Plan with Holyoke Gas & Electric (HG&E). Staff noted that the HG&E recently issued a Request for Proposals with responses due later in the month.

➤ **February 1, 2024**

- Mayor Garcia and Jim Lavelle, Manager of Holyoke Gas & Electric attended the meeting to hear the presentation and discuss the proposal from USA International Sports Complex to purchase the Whiting Farms Road land. The land is part of HEDIC Economic Development Plan with the HG&E. The Board authorized staff to develop the parameters of a sale agreement for the property.
- HEDIC approved an Option to Purchase agreement with Agilitas Energy for the sale of the Bobala Road land. Agilitas has plans to build a Battery Energy Storage System on the land and the Option agreement will allow them to perform due diligence in advance of purchasing the property. The agreed sale price is the assessed value of \$350,000 and the six-month Option agreement requires a \$10,000 non-refundable deposit.
- After receiving a summary of the Raw Beauty Brand Maker Loan documentation, HEDIC authorized the Chair to execute the paperwork as necessary.
- HEDIC approved Staff's request of \$1,000 to sponsor the quarterly Manufacturers' meetings.

➤ **February 29, 2024:**

- HEDIC approved modifications to the Equipment Loan Program and renaming it to the Manufacturers Loan Program. The most notable changes are that direct lending would be available to applicants in addition to gap financing and that the new program expands the uses beyond equipment.
- The Board deliberated the Purchase and Sale Agreement for the Whiting Farms Road land and came to a consensus on the parameters of the agreement terms to be conveyed by Staff to the buyer.

➤ **March 28, 2024:**

- HEDIC approved the Purchase and Sale Agreement with USA International Sports Complex, Inc. for the Whiting Farms Road land. The agreed sale price is \$500K and up to two years was provided for the buyer's due diligence and project planning. A \$50K deposit was required which would become non-refundable on the one-year anniversary of the agreement. The agreement also included a resale provision.
- Member Michael Sullivan discussed emerging green tech business opportunities and suggested that HEDIC consider real estate potentially available for industrial development. The Board authorized Mr. Sullivan to work with staff to explore the opportunity on HEDIC's behalf.

➤ **May 16, 2024:**

- HEDIC approved the \$100,000 Manufacturers Loan application of Rutto Bats for their relocation and expansion at 1 Bigelow Stret. Company owners and Holyoke residents Kip Rutto and Melinda Couture presented their request and described the company's efforts to locate and grow in the City. The HEDIC loan helps leverage an additional \$900K from the other lending sources. The funding will help the company acquire new machinery as it transitions into a manufacturer of finished baseball bats.

➤ **July 25, 2024:**

- HEDIC approved the request made by Agilitas to exercise its second six-month Option to Purchase for the Bobala Road land. In its request, Agilitas wrote that permitting for the project is underway and that a closing on the sale is anticipated in the Fall of 2024. The second \$10,000 non-refundable deposit will be paid to HEDIC for this second option period.
- Executive Director Vega explained the effort to provide environmental consulting services as an extension of the services of the office. He said the services would include grant writing, assisting the office with analyzing environmental conditions and providing consulting services to investors and property owners on a case by case. HEDIC agreed to supplement the City funding for this by up to \$30,000.
- The Board and staff continued the discussion on exploring new areas for industrial development in the City. The Board authorized the expenditure of up to \$20K for costs related to these efforts.

Financial Report - September 2024

1. PeoplesBank Money Market Accounts: \$788,587.02
2. Certificate of Deposit Balance: \$1,038,312.68
3. Notes receivable: \$210,935.45
 - a. Holyoke Redevelopment Authority (HRA) \$400,000 ten-year note issued December 2016. Current Balance \$88,852.12. Bi-annual principal and interest payments of \$18,339.34 made by HRA to HEDIC.
 - b. Raw Beauty Brand \$25,000 MakerLoan Issued 2/7/2024: Current Balance \$22,083.33 / 5-year term / Monthly payments of \$416.67.
 - c. Rutto Bats \$100,000 Manufacturers Loan issued 6/5/2024: Current Balance \$100,000 / 7-year term with interest only payments in first year. Participation loan with The Life Initiative as lead lender. \$1,000 commitment fee paid to HEDIC on 6/11/2024.

4. Comparison with last update and last year

Asset	September 2024 (current)	July 2024	October 2023
Cash (Money Market Accounts)	\$788,587.02	\$770,295.48	\$1,818,586.55
Certificate of Deposit	\$1,038,312.68	\$ 1,030,411.35	
Notes Receivable	\$210,935.45	\$212,185.45	\$120,092.92
Total	\$2,037,835.15	\$2,002,449.29	\$1,938,679.47

5. Notable Transactions - July 1, 2023 – June 30, 2024

- a. \$10,000 non-refundable deposit received from Agilitas for Bobala Road Parcel 004A
- b. \$50,000 deposit held in escrow from USA International Sports Complex received April 2024 (becomes non-refundable in April 2025 if buyer proceeds)
- c. \$5,000 annual fee received from ProAmpac, Inc. for Foreign Trade Subzone
- d. \$2,000 event sponsorship (Hard Tech, Pop N' Shop & Manufacturers Roundtable)
- e. Raw Beauty Brand \$25,000 MakerLoan Issued 2/7/2024
- f. Rutto Bats \$100,000 Manufacturers Loan issued 6/5/2024
- g. \$36,676.68 representing 12 loan principal and interest payments from Holyoke Redevelopment Authority for the Parsons Paper Redevelopment Project
- h. \$69,360.16 bank account interest for the period

HEDIC Loan Program

In August 2023 HEDIC authorized a revamped business loan program and authorized an initial budget of \$500,000 to fund the program. The program consists of the Equipment Financing Program and the MakerLoan Program. In February, HEDIC modified and renamed the Equipment Financing to Manufacturing Financing to broaden the program.

The Manufacturers Financing Program is for existing and new to Holyoke businesses. The program offers gap co-lending and, in some cases, direct financing for eligible manufacturers that have good credit and a strong business plan. These loans are designed to fill a lending gap and help to stimulate business growth.

The MakerLoan Program is for makers (those that manufacture a good/product for market sale). This program offers no interest loans for entrepreneurs or micro-businesses that are starting out and may be unable to access traditional lending. The goal is to support the growth of small businesses and the development of the 'Maker' ecosystem in the City.

Two loans were issued during the year by HEDIC. One from HEDIC's MakerLoan Program to Raw Beauty Brand and one from the Manufacturers Financing Program to Rutto Bats.

Raw Beauty Brand - MakerLoan Summary

Raw Beauty Brand (RBB) produces natural skincare products and is based at 532 Main St. The MakerLoan, approved by HEDIC in December 2023, assisted the company purchase equipment, materials as well as to get established in its new location.

Loan Issued: February 15, 2024

Amount: \$25,000

Interest Rate: 0%

Term: 5 Years:

Monthly Payment: \$416.67

Rutto Bats - Manufacturers Financing Program Summary

Rutto Bats is a manufacturer of finished baseball bats located at 1 Bigelow St. The Manufacturers loan, approved by HEDIC in May 2023, helped the company leverage \$900,000 in financing from other participating lenders. The Life Initiative is the lead lender for this Participation Loan and the loan terms are defined in an agreement with HEDIC. The company used the loan proceeds to purchase equipment to support their expansion in Holyoke.

Loan Issued: May 31, 2024

Amount: \$100,000

Interest Rate: 9.5%

Term: 7 Years

Monthly Payment: First year interest only payments with principal and interest payments Years 2-7)

Holyoke Redevelopment Authority Loan

Separate from HEDIC's loan program, the Holyoke Redevelopment Authority (HRA) borrowed \$400,000 in 2016 from HEDIC to help fund the Parsons Paper Redevelopment Project. The HRA in turn provided a loan for the full amount to the developer Jackson Canal, LLC. An initial principal payment of \$75,000 was made and monthly payments of \$3,056.39 including interest at 2.45% for the remaining balance. Payments are made to the HRA and the HEDIC receives biannual payments. All payments have been made as scheduled and the note is due December 2026. The note is secured by a mortgage on 84 Sargeant Street.

Real Estate

Among the powers authorized by its State enabling legislation and bylaws, HEDIC is allowed to be involved in real estate development that promotes projects that grow the tax base, create jobs and enhance the overall economic climate in Holyoke. This includes acquiring and selling real estate and the power of eminent domain. In most instances, the purchase and sale of real estate is specified in an Economic Development Plan which requires approval by the Mayor and City Council.

The current status of HEDIC's real estate involvement is listed below.

<u>Address:</u>	<u>Status:</u>
Bobala Rd. (parcel # 176-00-004A)	8 acres - Holyoke Crossroads Development Park (under agreement with Agilitas for \$350,000)
Whiting Farms Rd. (parcel #120-00-012) (parcel #'s 120-00-045, 046 and 047)	11 acres – HG&E Industrial Land Project (under agreement with USA International Sports Complex for \$500,000)
Main St. (parcel #030-06-005)	.06 acre - transferred to the HRA HEDIC due 50% of future sale price.
Main St. (parcel #030-06-014)	.43 acre - transferred to the HRA HEDIC due 50% of future sale price.

Foreign Trade Zone

A Foreign-Trade Zone (FTZ) is a location licensed by the U.S. Department of Commerce Foreign-Trade Zones Board at which special customs procedures may be used. The goal of the FTZ program is to enhance the competitiveness of US companies by reducing costs thereby helping to maintain and create jobs and encouraging local investment.

HEDIC holds the Grant of Authority for Foreign-Trade Zone (FTZ) 201, which primarily serves the City of Holyoke as well as the limits of the Springfield Customs port. HEDIC is empowered to develop, maintain, and operate a foreign-trade zones under Massachusetts General Laws Chapter 23.

There are two types of zones which are known as General Purpose Zones and Subzones. General Purpose Zones are operated privately and typically located in a warehouse or port and can be used by multiple companies. A Subzone is dedicated to a single company for a specific activity or purpose typically a manufacturing plant or a distribution facility.

Details on the HEDIC FTZ is available online and can be accessed [here](#).

Currently, there is one active Subzone (described below) licensed under HEDIC's Grant of Authority. Per its Operating Agreement with HEDIC, the company committed to hiring locally. An annual administrative fee of \$5,000 is paid to HEDIC.

Subzone #201-00D
ProAmpac Holdings, Inc.
132 North Elm Street
Westfield, MA 01086
<https://www.proampac.com/en-us/>

ProAmpac produces materials used in flexible packaging applications, for food, medical, pharmaceutical, and other consumer and industrial applications, in the U.S. market and export.

The FTZ program has helped the company competitively supply customers both abroad and domestically, through duty savings on imported aluminum. The company has been able to increase its local employment and investment.

ECONOMIC DEVELOPMENT PLAN

Holyoke Gas & Electric Industrial Land Project

Holyoke, Massachusetts

Prepared by:

The Holyoke Economic Development and Industrial Corporation



Carl Eger, Jr., Chairman
John J. Kelley, Vice-Chairman

Jeffrey P. Hayden, Director
John A. Dyjach, Assistant Director

November 15, 2001

Economic Development Plan

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ECONOMIC DEVELOPMENT PLAN

I. INTRODUCTION

A. Background Information

On June 7, 2001 the Holyoke Gas & Electric (HG&E) Department entered into an agreement with the Holyoke Water Power Company (HWP), a Massachusetts-based subsidiary of Northeast Utilities (NU), to acquire the Hadley Falls hydro-electric dam and certain other assets, including designated real estate in Holyoke.

In order to maximize the benefit to the HG&E ratepayers and the citizens of Holyoke, the HG&E and the Holyoke Economic Development and Industrial Corporation (HEDIC) began discussions on seven "non-project" real estate parcels zoned industrial and unrelated to the operation of the Hadley Falls Hydro-electric station.

Five of the parcels are developable land sites:

- 1) Riverside – 2.79 acres of land
- 2) Whiting Farms Road South – 18.7 acres of land
- 3) Whiting Farms Road North – 11 acres of land
- 4) Coolidge – 4.03 acres of land
- 5) Berkshire – 2.47 acres of land

Two of the parcels are improved with buildings:

- 6) 5 Appleton Street – 4.46 acres with a 76,000+ Square Foot building (formerly used by Autron Mfg. – current tenants: Dorchester Industries, Datron LLC)
- 7) 1 Canal Street - .161 acre with a 6,486 Square Foot building (currently houses Holyoke Water Power Company offices.)

Discussions between the HG&E and the HEDIC led to the formulation of a Development Agreement (Appendix A). Upon HEDIC's acquisition of the seven parcels from the HG&E, approval of this Economic Development Plan, and the pre-development planning, the HEDIC will market and resell the parcels for business development. The HEDIC will sell the parcels to users/developers which would provide the maximum return to the HG&E ratepayers and at the same time, the maximum benefit to the citizens of Holyoke in terms of private investment, job creation, and increased real estate property tax revenue. In addition, it is anticipated that the revenue from the land sales will recover all of the HEDIC's and the HG&E's development costs related to this project.

B. Project Summary

The Holyoke Economic Development and Industrial Corporation (HEDIC) is desirous of purchasing and developing the parcels owned by the Holyoke Water Power Company and currently under agreement to the Holyoke Gas & Electric Department. HEDIC proposes this acquisition for the following reasons:

- 1) There is an extremely limited amount of developed and developable industrial land in Holyoke;
- 2) The subject properties have remained idle, undeveloped, and/or under utilized for many years. Therefore, a thorough planning process is critical to achieve the successful development of the properties;
- 3) The HEDIC, by its Charter under Massachusetts General Law, has the ability to undertake real estate development projects that exclusively benefit the City of Holyoke. The HG&E is not afforded the same real estate development abilities as the HEDIC;
- 4) Given the location of the parcels and the circumstances involved, there is the need for a comprehensive and coordinated planning process. Neighborhood interests, environmental impacts, and infrastructure capacities are three main concerns that will be addressed in the planning process;
- 5) This development partnership with the Holyoke Gas & Electric Department will enable the City to offer a variety of services and programs which will maximize the development of the properties, i.e., financing, economic development incentives, and electric, gas, steam, and telecommunication services; and
- 6) The HEDIC has the ability and will consider partnering with other development agencies (both public and private) to maximize the benefits of this project for City of Holyoke.

Given this opportunity, the HEDIC has developed an Economic Development Project consisting of the following components:

- 1) The HEDIC has executed a Development Agreement with the Holyoke Gas & Electric Department for said parcels (Appendix A). It is anticipated that a closing on the property will take place by or before December 15, 2001.

- 2) The Holyoke Gas and Electric Department will provide all documents related to the properties including but not limited to studies and reports regarding the environmental condition of the properties, including Historical Site Assessments, Phase 1 and 2 Environmental Studies, and any remediation plans.
- 3) The HEDIC has contracted for Real Estate Property Appraisals (Appendix B)
- 4) The HEDIC has the financial capacity to finance the acquisition of the land. (Appendix C)
- 5) The HEDIC will seek to have the property declared "blighted open", that is an area "...which is predominately open because it is unduly costly to develop it soundly through the ordinary operations of private enterprise. Factors which might make an area unduly expensive to develop include, but are not limited to... existence of ledge, rock, . . . or other physical conditions; need for unduly expensive excavation, fill or grading; . . . need for unduly expensive measures to protect adjacent areas and the water tables therein; . . . inadequate transportation facilities, . . . tax delinquencies, . . . , any combination of the above; or any other condition or conditions which are detrimental to the safety, health, or sound growth of a community."(Massachusetts General Law, Chapter 121B, Section 1.)
- 6) Through a comprehensive planning process HEDIC will explore subdivision opportunities in order to maximize the number of available business development sites and the benefits to the City of Holyoke.
- 7) If necessary, HEDIC will have the properties surveyed.
- 8) HEDIC will seek grants, loans, and other public assistance from Federal and State programs when necessary, and if eligible.
- 9) The HEDIC will prepare marketing materials for the parcels for the purpose of selling and/or developing these parcels within two years.

II. ECONOMIC DEVELOPMENT PROJECT

A. Development Entities

1. Holyoke Economic Development and Industrial Corporation (HEDIC)

The HEDIC was established by the City of Holyoke on March 17, 1981 as authorized by Chapter 121C of the Massachusetts General Laws. Ratification of the Corporation was given by the Board of Alderman (Now known as the City Council) and Mayor for the reasons described in Section 3 of Chapter 121C " . . . because unemployment or threat thereof exists in the City . . . or that security against future unemployment and lack of business opportunity is required and that attracting new industry into the municipality and substantially expanding existing industry through an economic development project or projects financed under this Chapter and implemented by such a corporation would alleviate the unemployment and lack of business opportunity problems." Under the provisions of Section 5, Chapter 121c of the Massachusetts General Laws, the HEDIC is authorized to perform the functions that are necessary to carry out the activities required by this Economic Development Plan related to industrial and incidental commercial development. HEDIC's role in this project is to do planning, pre-development, and marketing services. It is anticipated that HEDIC's expenses related to these services will be recovered from the proceeds of the sale of the parcels.

2. Holyoke Gas & Electric Department (HG&E)

The Holyoke Gas & Electric Department (HG&E) was established on December 15, 1902 and is a municipally owned provider of gas, electricity, and steam. The department assets since that time have increased, paying for itself out of earnings without direct cost to the City, and, at the same time, selling its light and power to its customers at the lowest rates in this part of the country. The HG&E also provide telecommunication services through a 14-mile fiber optic ring that was installed in the City.

3. Holyoke Water Power Company (HWP)

Holyoke Water Power Company (HWP) founded in 1859, is a Massachusetts-based subsidiary of Northeast Utilities (NU). HWP owns the Hadley Falls Dam, the Canal System, land, and electric generating assets in Holyoke. HWP sells electricity to industrial users in the City.

B. Citizen Participation

Public hearing and notice procedures were followed as required by Massachusetts General Laws, Chapter 121C, Section 6. A copy of the public hearing notice and a list of the individuals and agencies to whom the public hearing notice was transmitted is enclosed (Appendix D). The Economic Development Plan is available to all interested parties for inspection and review in the office of the Holyoke Economic Development and Industrial Corporation, One Court Plaza, Holyoke, Massachusetts.

C. Project Description

The project consists of the purchase, development, and marketing of 38.99 acres of vacant land and two buildings totaling 143,195 square feet on 4.62 acres of land.

The land and buildings, which comprise the Holyoke Gas & Electric Industrial Land Project, are presently owned by the Holyoke Water Power Company with a Purchase and Sale Agreement in place with the Holyoke Gas & Electric Department. A detailed description of the properties is listed on the following pages:

DESCRIPTION OF PROPERTIES

Property #1

Address:	Water Street (a/k/a Riverside property)
Parcel Identification:	Holyoke Board of Assessors Map 049, Block 01, Parcel 005
Owner:	Holyoke Water Power Company (HWP)
Acreage:	2.79 Acres
Zoning:	General Industry (IG)
Utilities:	Water, Sewer, Gas, Electricity, and Telephone available from the street
Assessed Value:	\$77,800
Taxes:	FY 2001 - \$2,630

Description: 2.79 acres of vacant land zoned Industrial along North Canal Street. Approximately 1 and ½ miles from Interstate 391.

Property #2

Address: Whiting Farms Road

Parcel Identification: Holyoke Board of Assessors Map 116, Block 00, Parcel 001

Owner: Holyoke Water Power Company (HWP)

Acreage: 18.7 Acres

Zoning: Industrial Park (IP)

Utilities: Water, Sewer, Gas, Electricity, and Telephone available from the street

Assessed Value: \$398,200

Taxes: FY 2001 - \$13,459

Description: 18.7 acres of vacant land zoned Industrial along eastern side of Whiting Farms Road. Approximately 1 mile to Interstate 91 and the Massachusetts Turnpike.

Property #3

Address: Whiting Farms Road

Parcel Identification: Holyoke Board of Assessors Map 120, Block 00, Parcel 012

Owner: Holyoke Water Power Company (HWP)

Acreage: 11 Acres

Zoning: Industrial Park (IP)

Utilities: Water, Sewer, Gas, Electricity, and Telephone available from the street

Assessed Value: \$519,500

Taxes: FY 2001 - \$17,559

Description: 11 acres of vacant land zoned Industrial along western side of Whiting Farms Road. Approximately 1 and ½ miles to Interstate 91 and the Massachusetts Turnpike.

Property #4

Address: Meadow Street

Parcel Identification: Holyoke Board of Assessors Map 082, Block 00, Parcel 109

Owner: Holyoke Water Power Company (HWP)

Acreage: 4.03 Acres

Zoning: General Industry (IG)

Utilities: Water, Sewer, Gas, Electricity, and Telephone available from the street

Assessed Value: \$76,600

Taxes: FY 2001 - \$2,589

Description: 4.03 acres of vacant land zoned Industrial in the Springdale section of the City. Within 1/2 mile of Interstate 391.

Property #5

Address: Berkshire Street

Parcel Identification: Holyoke Board of Assessors Map 057, Block 00, Parcel 022

Owner: Holyoke Water Power Company (HWP)

Acreage: 2.12 Acres

Zoning: General Industry (IG)

Utilities: Water, Sewer, Gas, Electricity, and Telephone available from the street

Assessed Value: \$42,600
Taxes: FY 2001 - \$1,440
Description: 2.12 acres of vacant land zoned Industrial in the Springdale section of the City. Within 1/2 mile of Interstate 391.

Property #6

Address: 5 Appleton Street (a/k/a Norman Mill)
Parcel Identification: Holyoke Board of Assessors Map 049, Block 01, Parcel 006
Owner: Holyoke Water Power Company (HWP)
Acreage: 4.46 Acres
Zoning: General Industry (IG)
Utilities: Water, Sewer, Gas, Steam, Electricity, and Telephone available on site
Assessed Value: \$535,200
Taxes: FY 2001 - \$18,090
Description: 76,727 square foot multi-floor mill building built about 1891. Situated on 4.46 acres of land zoned Industrial. Approximately 1 and 1/2 miles from Interstate 391.

Property #7

Address: 1 Canal Street (a/k/a HWP Office)
Parcel Identification: Holyoke Board of Assessors Map 033, Block 03, Parcel 006
Owner: Holyoke Water Power Company (HWP)
Acreage: .16 Acre
Zoning: General Industry (IG)

Utilities: Water, Sewer, Gas, Electricity, and Telephone available on site

Assessed Value: \$202,900

Taxes: FY 2001 - \$6,858

Description: 6,468 square foot multi-floor mill building built about 1871. Situated on .16 acre of land zoned Industrial. Approximately 2 miles from Interstate 391.

The following chart shows the current assessed value of the properties versus the October 2001 appraisal completed by the real estate appraisal firm Crowley & Associates:

<u>Property</u>	<u>Parcel</u>	<u>Assessed Value</u>	<u>Appraised Value</u>
Water Street	049-01-005 ✓	\$77,800	\$85,000
Whiting Farms Road	116-00-001 ✓	\$398,000	\$700,000 - \$790,000
Whiting Farms Road	120-00-012 ✓	\$519,500	\$385,000 - \$440,000
Meadow Street	082-00-109	\$76,600	\$140,000
Berkshire Street	057-00-022 ✓	\$42,600	\$75,000
5 Appleton Street	049-01-006 ✓	\$535,200	\$230,000
1 Canal Street	033-03-006	\$202,900	\$200,000

City of Holyoke Board of Assessors Field Cards for each property are attached (Appendix E). Location maps of the properties are included (Appendix F). A summary of the Crowley & Associates Appraisal is attached (Appendix B). Complete appraisals are available for review at the HEDIC Office located at One Court Plaza in Holyoke.

D. Real Estate Transactions

The Holyoke Gas & Electric Department (HG&E) will acquire the industrial land described above from the Holyoke Water Power Company (HWP) with a closing date by or before December 15, 2001. The HG&E will then simultaneously transfer the properties to the Holyoke Economic Development and Industrial Corporation under a separate agreement.

E. Project Costs

Upon the execution of the Development Agreement the HEDIC will pay \$540,000 to the HG&E for a 30% ownership of said Project Parcels. It is anticipated that costs related to the closing of said Agreement will not exceed \$60,000.

F. Project Revenues

In its planning process, the Holyoke Gas and Electric Department assigned a value of \$2.55 million to the above described parcels. In October and November of 2001, Crowley Associates of Springfield, Massachusetts conducted a fair market value appraisal of the Project parcels and assigned a value between \$1.815 Million to \$1.96 Million. It is anticipated that the sale and development of the properties will be net revenues equal to, or in excess, of the appraised value.

G. Projected Development Costs

Additional development costs will include, but not be limited to, master planning, real estate property appraisals, real estate property surveys, additional environmental site assessments, pre-development site preparation, marketing, pre-development planning, and subdivision planning.

III. PROJECT IMPACTS

A. Zoning

The Economic Development Areas, as defined in this Economic Development Plan, are zoned General Industry (IG) or Industrial Park (IP).

Under the use provisions in the City of Holyoke Zoning Ordinances, office and light industrial land uses are allowed. (Appendix G)

B. Environmental

It is not anticipated, that the development of any of the project parcels will have any significant environmental impacts. The development of each parcel will be done in accordance with Holyoke Conservation Commission's rules and regulations as well as the Massachusetts Wetlands Protection Act.

C. Traffic

It is not anticipated that the development of any of the project parcels will have any significant impact on existing traffic patterns. Traffic planning will be included in the comprehensive master planning process for this Project.

D. Economic

The economic impact of this plan for the Holyoke Gas & Electric Department Land Project is significant. With the intervention of the HEDIC and other public and quasi-public agencies the following possible outcomes present themselves:

1. Private Investment

Estimated private investment in dollars, before adjustments for inflation are shown in the following chart:

<u>Property</u>	<u>Parcel</u>	<u>Estimated Private Investment</u>
Water Street	049-01-005	\$1,475,000
Whiting Farms Road	116-00-001	\$14,700,000
Whiting Farms Road	120-00-012	\$8,800,000
Meadow Street	082-00-109	\$7,140,000
Berkshire Street	057-00-022	\$1,825,000
5 Appleton Street	049-01-006	\$2,100,000
1 Canal Street	033-03-006	\$200,000
		Total: \$36,240,000

2. Job Creation

It is estimated that a development build-out of approximately 571,400 square feet of space for industrial use will generate approximately 630 new full-time jobs. In addition, numerous construction jobs would be created over the course of the build-out period.

3. Real Estate Property Taxes

At present, the Project Parcels generate an estimated \$62,618 in annual Real Estate Property Tax Revenue. The estimated annual post-development tax gain for the City is \$615,160. The estimated Real Estate Property Tax Revenue is an annual amount based on the current tax rate of \$33.80 and does not include any factor for inflation.

The Projected Taxes Gained are outlined in the following chart:

<u>Property</u>	<u>Parcel</u>	<u>Current Tax Revenue</u>	<u>Projected Tax Revenue</u>
Water Street	049-01-005	\$2,630	\$24,674
Whiting Farms Road	116-00-001	\$13,452	\$248,430
Whiting Farms Road	120-00-012	\$17,559	\$148,720
Meadow Street	082-00-109	\$2,589	\$120,666
Berkshire Street	057-00-022	\$1,440	\$30,420
5 Appleton Street	049-01-006	\$18,090	\$35,490
1 Canal Street	033-03-006	\$6,858	\$6,760
		Total: \$62,618	\$615,160

See Appendix H for chart on Assessed Values, Current Tax Revenues, Appraised Values, Estimated Build-out, Estimated Private Investment, Estimated Value Post-Development, Estimated Annual Real Estate Property Tax Revenue, and Estimated Job Creation.

IV. APPENDICES

Appendix A - Development Agreement between HEDIC and Holyoke Gas & Electric Department

Appendix B – Appraisal Summary

Appendix C - Finances: Reprogramming Letter

Appendix D - Public Hearing Notification and Distribution List

Appendix E - Property Information: Board of Assessors Cards

Appendix F - Location Maps

Appendix G - Use Provisions of Holyoke Zoning Ordinance

Appendix H - Comparison Chart: Current Values and Revenues vs. Projected Values and Revenues, Projected Build-out, and Projected Job Creation

Appendix I - Letter from Mayor Michael J. Sullivan

Appendix J - Letters from Planning Board and Superintendent of Public Works/Engineering Department

Appendix K - HEDIC Resolution

Appendix A

Development Agreement between HEDIC and Holyoke Gas & Electric Department

**Holyoke Gas and Electric Department
Holyoke Economic Development and Industrial Corporation**

Development Agreement

- WHEREAS, the Holyoke Gas and Electric Department (HG&E) was established in 1902 to provide low-cost, reliable energy for the Citizens and Businesses of the City of Holyoke;
- WHEREAS, the Holyoke Gas and Electric Department has entered into a Purchase and Sale Agreement with the Holyoke Water Power Company to acquire the Hadley Falls Hydro-electric plant (the Project), as well as additional facilities and land;
- WHEREAS, the HG&E desires to see additional land developed in order to maximize the return on the Project investment to HG&E ratepayers
- WHEREAS, the City of Holyoke has a limited amount of land zoned for industrial uses;
- WHEREAS, the Holyoke Economic Development and Industrial Corporation (HEDIC), a Massachusetts Chapter 121(c) Corporation was established in 1981 to undertake industrial development projects which create jobs, stimulate private investment and increase real estate property tax revenue;
- WHEREAS, the 1998 Holyoke Master Plan called on the City and the HEDIC to implement new plans for the acquisition and development of industrial land; and,
- WHEREAS, the execution of an Agreement and resulting development partnership between the HG&E and the HEDIC is intended to both maximize the return to HG&E ratepayers and allow for the highest and best use of the land to be planned and implemented.
- NOW THEREFORE, in consideration of the mutual promises herein contained, the HG&E and the HEDIC agree as follows:

Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made by the **Holyoke Economic Development and Industrial Corporation**, (hereinafter "HEDIC") a Massachusetts corporation organized under M.G.L. c. 121C, and the **Holyoke Gas and Electric Department**, (hereinafter "HG&E"), a Massachusetts Corporation, as of the _____ day of _____ 2001.

1. **Premises.** HG&E agrees to sell and HEDIC agrees to buy, upon the terms and conditions hereinafter set forth, six parcels of land within the City of Holyoke. At HG&E's discretion other parcels may be transferred to HEDIC for no additional compensation. The seven parcels are known as:

- 2.79 acres on Water Street
- 18.7 acres on Whiting Farms Road (South)
- 11 acres on Whiting Farms Road (North)
- 5 Coolidge Street (4.04 Acres)
- 2.47 acres on Berkshire Street
- 5 Appleton Street (4.46 acres and 76,000 SF Improvement)
- 1 Canal St. (Office Building, .161 acres, 6,486 SF Improvement)

(Please refer to attached legal descriptions.)

2. **Title Deed.** The Premises are to be conveyed by a good and sufficient Deed in fee simple determinable (the "Deed"), running to HEDIC as such terms are hereinafter defined, and the deed shall convey a good and clear record title thereto, free from encumbrances, except:

- (a) Subject to reverter, the language of which shall be included in said Deed and which is attached hereto and marked Exhibit H;
- (b) Provisions of the existing building and zoning laws and other ordinances as may effect the use, maintenance or ownership of the premises;
- (c) Agreements, easements and restrictions of record which do not secure payment of money, if any, insofar as the same are now in force and applicable; and
- (d) Any state of facts which an accurate survey or on site inspection of the Premises disclose.

3. **Plans.** If the Deeds refer to a plan(s) necessary to be recorded therewith, HG&E shall deliver such plan(s) with the Deeds in form adequate for recording or registration.

4. Registered Title. In addition to the foregoing, if the title to the Premises is registered, the Deeds shall be in form sufficient to entitle HEDIC to a Certificate of Title to the Premises, and HG&E shall deliver with the Deeds all instruments, if any, necessary to enable HEDIC to obtain such Certificate of Title.
5. Purchase Price. The agreed purchase price (the "Purchase Price") for the Premises is \$1,960,000 dollars, of which, \$588,000 is to be paid at the time of the delivery of the Deed, and the balance of \$1,372,000 to be paid upon the sale or development of each parcel according to Section 6 below.

For the purposes of this Agreement, the Initial Purchase Price for the parcels for each party will be defined as follows:

Parcel	HEDIC Purchase Price	HG&E Purchase Price
2.79 acres on Water Street	\$ 25,500	\$ 59,500
18. 7 acres on Whiting Farms Rd	\$237,000	\$553,000
11 acres on Whiting Farms Rd	\$132,000	\$308,000
5 Coolidge Street (4.04 Acres)	\$ 42,000	\$ 98,000
2.47 acres on Berkshire Street	\$ 22,500	\$ 52,500
5 Appleton Street	\$ 69,000	\$161,000
1 Canal Street	\$ 60,000	\$140,000

It is understood that the purpose of this Agreement is to facilitate the development of land/buildings within the City of Holyoke. As the parcels are sold, and or developed, by HEDIC, the proceeds from such sale will be divided per Section Six (6) below.

In addition, in ten years from the transfer of the deeds and upon failure of HEDIC to sell or develop the above listed properties, the HG&E shall be eligible to exercise the provisions of the Reverter, Exhibit H.

6. Sale or Development.
HEDIC shall use its best efforts to develop the described parcels for industrial purpose for subsequent sale, and to obtain grants to defray its costs and expenses in such development. It is specifically understood and agreed that HEDIC shall incur no cost or expense without the prior written consent of HG&E and shall devote all of granted funds to the development costs and expenses.

Upon sale by HEDIC of the above-described parcels, or part or parts thereof, to third parties (which is a specific purpose of this agreement) HEDIC shall first recover the HEDIC Initial Purchase Price as herein before set forth, together with any approved costs or expenses of development or sale which are in excess of the total granted funds received on account of all parcels. HEDIC shall then immediately pay and remit to HG&E the remaining proceeds of the sale. It being specifically agreed that HEDIC shall not be entitled to recover from HG&E any part of said granted funds. At such time that HG&E recovers, in total, its initial purchase price (\$1,372,000) per the aforementioned formula, such formula will be modified to ensure that HEDIC recoups, in total, its initial purchase price. After both parties have recovered the initial purchase price, any revenues from the sale of the parcels will be allocated 95% to HG&E and 5% to HEDIC.

HEDIC will present all plans or draft agreements for the transfer, sale, conveyance, assignment, or passing of title to the HG&E for its approval, prior to the execution of said plan or agreement. Said approval shall not be unreasonably withheld.

It is agreed that costs for development services, including those listed above, should be minimized. All expenses incurred relating to the development or sale of the parcels must be approved by both parties. In addition, the HEDIC and the HG&E will seek all available federal, state, and local grants for these development expenses. All applications will be jointly submitted and require approval of both parties.

The HG&E, at any time, during the life of this Agreement, may require, in writing, that the HEDIC transfer, sell, convey or assign the title of the premises, or a portion thereof, to the HG&E, or the City of Holyoke, for utility-related uses. Upon execution, the HG&E shall pay the HEDIC the purchase price, as herein before set forth, plus any approved costs or expenses for sale or development.

The HG&E, at any time, during the life of this Agreement, may request, in writing, that the HEDIC transfer, sell, convey or assign the title of the premises, or a portion thereof, to the HG&E, or the City of Holyoke for the purposes of development not provided for under Massachusetts Chapter 121-C. Upon execution of said request, the HG&E shall pay the HEDIC the purchase price, as herein before set forth, plus any approved costs or expenses for sale or development.

If at anytime, the parcel(s) or any portion thereof, are deemed not to be developable, as defined by competent authority due to environmental conditions, environmental contamination, or other development constraints, both parties will meet to discuss the final disposition of the parcel(s). It is agreed that HEDIC and the HG&E will make every effort to obtain Federal and or State grants to address any of the above-mentioned constraints.

7. Time for Performance: Delivery of the Deed. The Deeds is to be delivered at 10:00 o'clock a.m. on the 1st Day of _____, 200_ (the "Closing Date"), or sooner on a date mutually agreed to by both parties, at the office of the Holyoke City Solicitor, 20 Korean Veterans Plaza, Holyoke, Massachusetts. It is agreed that time is of the essence of this Agreement.
8. Possession Condition of Premises. Full possession of the Premises, free of all tenants and occupants except as herein provided, is to be delivered to HEDIC at the time of the delivery of the Deeds. Tenants and occupants at One Canal Street and Five Appleton Street are excepted. HEDIC shall be entitled to an inspection of the Premises prior to the delivery of the Deeds in order to determine whether the condition thereof complies with the terms of this agreement.
9. Plans, Studies, and Reports. HG&E shall provide all plans, studies, and reports related to the above listed properties related to any existing easements, environmental conditions, or contracts/agreements to the HEDIC upon execution of this agreement.

10. Extension to Perfect Title or Make Premises Conform. If HG&E shall be unable to give title or make conveyance or to deliver possession of the Premises, all as herein stipulated, or if on the Closing Date, the Premises do not conform with the provisions hereof, then HEDIC shall give HG&E notice of the same and HG&E shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein or to make the Premises conform to the provisions hereof, as the case may be, in which event the Closing Date shall be extended for a period of thirty (30) days. For purposes of this section, "reasonable efforts" shall mean efforts costing in the aggregate no more than \$1,000.00.
11. Failure to Perfect Title or Make Premises Conform. If at the expiration of such extended time, HG&E shall have failed to so remove any defect in title, deliver possession or make the Premises conform, as the case may be, all as herein agreed, then at HEDIC's option, any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.
12. HEDIC's Election to Accept Title. HEDIC shall have the election, at the original or any extended time for performance, to accept such title as HG&E can deliver to the Premises in their then condition and to pay therefor the Purchase Price without deduction, in which case HG&E shall convey such title.
13. Acceptance of Deed. The acceptance of the Deeds by HEDIC shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of the Deeds.
14. Notices. All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed as follows:

If to HEDIC: Holyoke Economic Development and
Industrial Corporation
One Court Plaza
Holyoke, MA 01040
Attention: Jeffrey P. Hayden, Director

With a copy to: Holyoke City Solicitor's Office
20 Korean Veterans Plaza
Holyoke, MA 01040
(413) 534-2183
Attention: Stephen Fitzgibbons,
City Solicitor

If to HG&E: Holyoke Gas and Electric Department
99 Suffolk Street
Holyoke, MA 01040
Attention: James Lavelle, General Manager

With a copy to: Attorney John Ferriter
14 Bobala Road
Holyoke, MA 01040

The Provisions of this Section shall survive the delivery of the Deed.

15. Non-Assignability. HEDIC may not assign this Agreement without prior written consent of HG&E and any purported assignment in violation of this provision shall be null and void. If HEDIC purports to assign this Agreement, then, at HG&E's option, this Agreement shall terminate and the property shall revert to HG&E as herein provided. The provisions of this Section shall survive the delivery of the Deeds. Said Purchase Price and Payments, as described in Sections 5 and 6, shall be binding on the successors and assigns of HEDIC.
16. Condition of Premises: Assumption of Obligation by HEDIC. HEDIC has been afforded an opportunity to inspect the Premises, and is satisfied with the condition thereof. HEDIC is buying the premises "AS IS." HG&E makes no representations whatsoever regarding the condition of the Premises, included, without limitation, any representations with respect to the compliance of the Premises with any applicable zoning, subdivision, building, development or environmental laws, rules or regulations of any kind which may be applicable thereto. HEDIC hereby assumes full responsibility for the performance of all obligations and requirements with respect to mitigation measures defined under the Massachusetts Environmental Protection Act (hereinafter MEPA) for damages caused by HEDIC, and its successors, assigns and agents. HEDIC shall indemnify, defend (if so required by HG&E) with counsel approved by HG&E, and hold HG&E harmless from and against any liability and fees (including reasonable attorney fees) incurred by HG&E as a result of, or in connection with, HEDIC's failure to fully comply with the aforesaid MEPA Obligations. HG&E represents and warrants that it has no knowledge of any existing environmental concerns except as disclosed in Environmental Site Assessment reports attached hereto as Exhibit I. The provisions of this Section shall survive the delivery of the Deed.
17. Access. From and after the date of this Agreement, HG&E agrees to permit HEDIC reasonable access to the Premises at reasonable times for the purpose of making measurements, inspections, and the like. Said right of access shall be exercised only after reasonable prior notice to HG&E. HEDIC agrees to indemnify, defend (if so requested by HG&E) with counsel approved by HG&E, and hold HG&E harmless against any and all costs, expenses, claims, losses, charges, damages, liabilities and fees (including reasonable attorneys fees) incurred by HG&E as a result or in connection with HEDIC's presence or activity in the Premises. The provisions of this shall survive any termination of this Agreement or the delivery of the Deed.
18. Tax Identification Number. HEDIC warrants and represents the HEDIC's federal tax identification number is 04-2745906, and HG&E warrants and represents that the HG&E's tax identification number is . HEDIC and HG&E each

acknowledge that the foregoing information will be relied upon in reporting the transaction contemplated hereby to appropriate governmental authorities.

19. Agreement Not an Offer. The submission of any draft of this Agreement or any portion thereof does not constitute an offer to buy or sell the Premises, it being acknowledged and agreed that neither HG&E nor HEDIC shall be legally obligated with respect to the purchase or sale of the Premises unless and until this Agreement has been duly executed by both HG&E and HEDIC and a fully-executed copy has been delivered to HG&E and HEDIC.
20. HEDIC obligations upon Execution of this Agreement. Upon execution of this Agreement and prior to the acceptance of the deed and transfer of the Premises, HEDIC agrees to perform the following:
 - (a) **Economic Development Plan** – As required by Chapter 121(c) HEDIC will prepare and approve an Economic Development Plan (EDP) for the review and approval of the HG&E, the Holyoke City Council, and the Mayor. Said Plan, will define the this Agreement in terms of participating parties, a description of the premises, development activities, environmental and economic impacts, and public participation.
 - (b) **Master Plan** – HEDIC will create a Master Plan for each parcel, consistent with this Agreement and the approved Economic Development Plan in order to identify the highest and best use for each parcel and to maximize the development potential of each parcel. Development costs related to this planning will be approved by both parties.
21. HEDIC obligations after Conveyance. Upon the acceptance of the deed and transfer of the Premises as provided herein, HEDIC agrees to perform the following:
 - (a) **Pre-Development Activities** – HEDIC, with the approval of both parties, may perform any or all of the following pre-development activities when necessary in order to prepare the Premises, or any portion thereof, for sale and/or development: appraisals, surveys, environmental site assessment, site planning, wetlands planning, clearing and grubbing, marketing, and other pre-development activities necessary for the transfer, sale, conveyance, or assignment of the Premises, or any portion thereof.
 - (b) **Funding for Pre-development and Development Activities** – HEDIC will use best efforts to seek Public and Private grant funding for pre-development and development activities on the Premises. All applications for said funding will be approved by both parties. HEDIC agrees that where grant proceeds could be used for one or more projects, preference for spending grant proceeds will go to parcels covered by this Agreement.
 - (c) **Marketing** – HEDIC will develop and execute a marketing plan for the purposes of transferring, selling, conveying, or assigning the Premises, in whole or part, to potential owners and/or developers. No marketing costs, other than those specifically approved in writing by HG&E, will be paid to HEDIC from sale proceeds.

- (d) **Technical Assistance** – HEDIC will provide on-going technical assistance to any interested party for the purchase and development of the Premises, or any portion thereof. No technical assistance costs, other than those specifically approved in writing by HG&E, will be paid to HEDIC from sale proceeds.
- (e) **Insurance** – HEDIC agrees to maintain general liability insurance in the amount of not less than \$10 (Ten) Million for its own benefit and naming HG&E and the City of Holyoke as an additional insured. HEDIC agrees to provide evidence of insurance by providing a certificate of insurance with respect to said policy within 10 days after the date of the execution of the Deed. Failure to do so shall constitute a default of this agreement.

The provisions of this section 21 shall survive any termination of this Agreement or the delivery of the Deed.

22. HG&E's Obligation after Conveyance. Upon the acceptance of the deed and transfer of the Premises as provided herein, HG&E agrees to perform the following:

- (a) **Cooperation** – HG&E agrees to cooperate with HEDIC and use its best efforts to attract developers and/or third party purchasers/tenants to the premises, including making joint presentations to public bodies, boards and potential users. HG&E and the City of Holyoke and its departments shall not be required to provide any financial support or monetary contributions to HEDIC for the development of the Premises. HG&E will review all expenses for development services, the submittal of which will require the approval of both parties. HG&E will review all grant applications, the submittal of which will require the approval of both parties
- (b) **Release of Reverter** – HG&E acknowledges that the Reverter will be released upon the transfer, sale, conveyance, or assignment of the Premises by HEDIC to a developer, third party purchaser/tenant, pursuant to this Agreement. Second, HEDIC may obtain title to the whole of the Premises, free and clear of HG&E's reversionary interests as outlined in Exhibit H, by paying to HG&E the fair market value of the Premises, or portion thereof, acquired. Fair market value shall be determined by mutual agreement of HG&E and HEDIC. The provisions of this section 22 shall survive any termination of this Agreement or the delivery of the Deed.

23. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract governed by Massachusetts law, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and, subject to any provisions regarding non-assignability of this Agreement, assigns, and may be cancelled, modified or amended only by a written instrument executed by both the HG&E and HEDIC or their successors in interest. If two or more persons are named herein as HEDIC, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties.

WITNESS the execution hereof under seal as of the date first above written.

BUYER

SELLER

HOLYOKE ECONOMIC DEVELOPMENT
& INDUSTRIAL CORPORATION

HOLYOKE GAS AND ELECTRIC
DEPARTMENT

BY: _____

BY: _____

APPROVED AS TO FORM

Stephen Fitzgibbons,
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

_____, 2001

Then personally appeared the above named Carl Eger, Jr. and acknowledged the foregoing to be the free act and deed of the Holyoke Economic Development & Industrial Corporation, before me

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

July, 2001

Then personally appeared the above named _____ and acknowledged the foregoing to be the free act and deed of Holyoke Gas and Electric Department, before me

Notary Public

My commission expires:

Appendix B

Appraisal Summary

CROWLEY & ASSOCIATES

REAL ESTATE APPRAISERS & CONSULTANTS

November 9, 2001

Mr. Jeffery P. Hayden, Director
Office of Economic and Industrial Development
One Court Plaza
Holyoke, MA 01040

Re: Estimates of market value

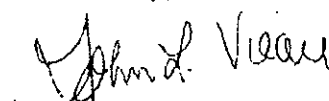
Dear Mr. Hayden:

This letter is in response to your request for a summary of the estimates of market value for the 8 properties located in the City of Holyoke. These estimates are summarized below:

Appraisal #	Subject Property (Map, Block, Lot)	Estimate of Market Value
9958	Three parcels on Canal Street improved with 4 buildings (Map 51, Block 01, Parcels 003, 004 and 005)	\$465,000
9963	Norman Building on Appleton Street (Map 49, Block 01, Parcel 006)	\$230,000
9964	Vacant land on Water Street (2.79 acres) (Map 49, Block 01, Parcel 005)	\$85,000
9965	Land on Whiting Farm Road (11 acres) (Map 120, Block 00, Parcel 012)	\$385,000 to \$440,000
9966	Land on Whiting Farm Road (18.698 acres) (Map 116, Block 00, Parcel 001)	\$700,000 to \$790,000
9967	Land on Meadow Street (4.03 acres) (Map 82, Block 00, Parcel 109)	\$140,000
9968	Land on Berkshire Street (2.47 acres) (Map 57, Block 00, Parcel 022)	\$75,000
9969	Office Building located at 1 Canal Street (Map 33, Block 03, Parcels 4, 5 and 6)	\$200,000

As mentioned, these are our estimates of market value. If there any questions concerning these estimates, please do not hesitate to contact me at 733-8856.

Sincerely,



John L. Vieau

Appendix C

Finances: Reprogramming Letter



MAYOR MICHAEL J. SULLIVAN

CITY OF HOLYOKE

November 13, 2001

Mr. Carl Eger, Jr., Chairman
Holyoke Economic Development & Industrial Corporation
One Court Plaza
Holyoke, MA 01040

Dear Mr. Eger:

I am hereby requesting that the Holyoke Economic Development and Industrial Corporation (HEDIC) reprogram \$600,000 of funds from the Holyoke Industrial Development Loan Program. I am requesting that these reprogrammed funds be used to underwrite the HEDIC acquisition of land from the Holyoke Gas & Electric Department.

Unless the Holyoke Economic Development and Industrial Corporation participates in this proposed land acquisition, there is a threat that the City of Holyoke will not realize maximum benefits in terms of private investment, job creation, and increased real estate property tax revenue.

Therefore, I am strongly urging the Board of Directors of the HEDIC to look favorably upon this request.

Very truly yours,

Michael J. Sullivan, Mayor
City of Holyoke

536 DWIGHT STREET HOLYOKE, MASSACHUSETTS 01040
PHONE: (413) 534-2173 FAX: (413) 534-2172
email: sullivam@ci.holyoke.ma.us

Appendix D

Public Hearing Notification and Distribution List



ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

One Court Plaza • Holyoke, MA 01040-5016 • Phone (413) 534-2200 • FAX (413) 534-2299 • E-mail: oeid@ci.holyoke.ma.us

PUBLIC HEARING NOTICE

Holyoke Economic Development and Industrial Corporation
Economic Development Plan
Holyoke Gas & Electric Industrial Land Project
Holyoke, Massachusetts

The Holyoke Economic Development and Industrial Corporation (HEDIC), pursuant to Massachusetts General Laws, Chapter 121c, will conduct a Public Hearing on November 15, 2001 at 4:30 p.m. in the City Council Chambers of City Hall, Holyoke, Massachusetts to hear comments on the Draft Economic Development Plan. Said Economic Development Plan identifies an Economic Development Area and describes the proposed Project.

The Project involves the acquisition by HEDIC of property currently under agreement by the Holyoke Gas & Electric Department. The purpose of the acquisition/planning/development/ marketing/resale of said land is to create jobs, stimulate private investment, and encourage real estate property tax growth within the City of Holyoke.

A copy of the Draft Economic Development Plan is available for inspection and review in the office of the Holyoke Economic Development and Industrial Corporation, One Court Plaza, Holyoke, Massachusetts.

PUBLICATION:

Union-News
Union-News

DATES:

November 1, 2001
November 8, 2001*

RECEIVED
01 OCT 30 AM 11:45
CITY OF HOLYOKE
CITY CLERK'S OFFICE



Holyoke Economic Development and Industrial Corporation

Economic Development Plan

Holyoke Gas & Electric Industrial Land Project

Public Hearing Notice

Distribution List

November, 2001

Mayor, City of Holyoke:

Honorable Michael J. Sullivan

Holyoke City Council:

Councilor John P. Brunelle

Councilor Juan Cruz, Ph.D.

Councilor Raymond H. Feyre

Councilor Matthew B. Healy

Councilor Patrick J. Higgins

Councilor Kevin A. Jourdain

Councilor Marc E. Joyce

Councilor James M. Leahy

Councilor Diosdado Lopez

Councilor Mark A. Lubold

Councilor Joseph M. McGiverin

Councilor Helen F. Norris

Councilor Peter Tallman

Councilor Richard M. Welch

Councilor John E. Whelihan

Holyoke City Clerk:

Ms. Susan Egan

***Holyoke Economic Development
and Industrial Corporation Board:***

Mr. Carl Eger, Jr., Chairperson

Mr. John J. Kelley, Vice-Chairperson

Mr. Joseph D. LoBello

Councilor Joseph M. McGiverin

Mr. Elihu M. Schepps

Mr. Kenneth W. Seyffer

Mr. Robert V. Thompson

Holyoke State Legislative Delegation:

Senator Michael R. Knapik

Representative Michael F. Kane

Representative Stephen J. Buoniconti

First Congressional District:

Congressman John W. Olver

**Massachusetts Department of Economic
Development:**

Ms. Elizabeth F. Ames

***Massachusetts Department of Housing
and Community Development:***

Ms. Jane Wallis Gumble

Holyoke Planning Board

City of Holyoke Department Heads:

Mr. David Conti, Water Works

Mr. Anthony Dulude, Chief Assessor

Mr. Stephen Fitzgibbons, City Solicitor

Mr. William Fuqua, Department of Public Works

Mr. Jack Hunter, Planning Department

Chief David Lafond, Fire Department

Mr. William Murphy, Community Development

Mr. David Welch, City Messenger

Ms. Alicia Zoeller, Conservation Officer

Appendix E

Property Information: Board of Assessors Cards

Form with multiple sections: EXTERIOR INFORMATION, INTERIOR INFORMATION, BUILDING PERMITS, CALC SUMMARY, SUB AREA, REMODELING, OTHER FEATURES, DEPRECIATION, PROCESS APPRAISAL SUMMARY, EVIDENCE ASSESSMENT, LES INFORMATION, REC FEATURES/YARD ITEMS, ND SECTION, and COMMENTS. Includes fields for address, owner, value, and legal description.

Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

No. All No. Street
WHITING FARMS RD

OWNERSHIP
HOLYOKE WATER POWER CO
1 NO CANAL ST
HOLYOKE
MA
City
Postal: 01040

AssessPro
4.0

EXTERIOR INFORMATION

Type
S/H
(L) Units
Foundation
Frame
Prime Wall
Sec Wall
Roof Struc
Roof Cover
Color
View/Descr

INTERIOR INFORMATION

Avg H/F/L
Prim Int Wall
Sec Int Wall
Partition
Prim Floors
Sec Floors
Bsmnt Flr
Bsmnt Gar
Electric
Insulation
Int vs Ext
Heat Fuel
Heat Type
Heat Sys
% Heated
Solar HW
% Com Wal

GENERAL INFORMATION

City of Holyoke
Parcel ID
116-00-001
Parcel Acct
1637

PROPERTY FACTORS

Item Code
U 1
PUBLIC

GENERAL INFORMATION

Grade
Year Bld
A/E/C
Unsprd
Const Mod

BATH FEATURES

Full Bath
3/4 Bath
1/2 Bath
1/4 Bath
Other

REMODELING

Print Date/Time
11/09/01 14:13:21

DEPRECIATION

Phys Cond
Functional
Economic
Special
Overide

City of Holyoke

OTHER FEATURES

Kits
A Kits
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WSE

REMODELING

Print Date/Time
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PROCESS APPRAISAL SUMMARY

Use Code
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REVENUE ASSESSMENT

Use Code
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Form with multiple sections: EXTERIOR INFORMATION, INTERIOR INFORMATION, BUILDING PERMITS, CARD, CALC SUMMARY, SUB AREA, RES BREAKDOWN, COMMENTS, and various summary tables. Includes fields for address, owner, permit details, and financial calculations.

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted.

[illegible]

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted.

5	APPLETON ST			Type	MILL			Avg HVE/L	12
OWNERSHIP				Sy Ht	1			Prim Int Wall	MINIMUM
OWNED BY HOLYOKE WATER POWER CO.				(Liv) Units	1			Sec Int Wall	DRYWALL
Street 1 NO CANAL ST				Foundation	BRICK			Partition	TYPICAL
W/CITY HOLYOKE				Frame	WOOD			Prim Floors	HARDWOOD
St/Prov MA				Prime Wall	BRICK			Sec Floors	CONCRETE
Postal 01040				Sec Wall				Bsmnt Flr	50%
				Roof Struct	FLAT			Bsmnt Gar	
				Roof Cover	TAR+GRAVEL			Electrical	EXTENSIVE
				Color				Insulation	TYPICAL
				View/Desic				Int vs Ext S	
				GENERAL INFORMATION					
				Grade	FAIR			Heat Type	STEAM
				Year Bld	1891			# Heat Sys	1
				Air LUC				% Heated	100
				Jurisdiction				Solar HW	NO
				Const Mod				% Corn Wall	0
								% Sprinkled	100
PROPERTY FACTORS									
Item	Code	Description	%	Item	Code	Description	%	Item	Code
1	U	1		U	1	PUBLIC		U	1
2				U				U	
3				U				U	
4				U				U	
5				U				U	
6				U				U	
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45</									

2ND INFORMATION			DEPRECIATION		Lump Sum Adj		BATH FEATURES	
Location		Phys Cond	Fair	40 %	City of Holyoke		Full Bath	Rating
Unit #		Functional		%			A Bath	Rating
Floor		Economic		%	ParcelID		3/4 Bath	Rating
% Own		Special		%	049-01-006		3/8 Bath	Rating
Name		Overrida		37 %	Pat Acct			Rating
PROCESS APPRAISAL SUMMARY			Total	37.00 %	7490		1 1/2 Bath	6 Rating
Use Code	Building Value	Land Value	Land Size	Land Value	Total Value		A Bath	Rating
							Other	10 Rating
								AVERAGE

[illegible]

PREVIOUS ASSESSMENT						11/09/01 14:30:31	
RD	Use	Building Value	Land	Land Size	Land Value	Total Value	Total Assessed
01	450	412,300	11,000	4.460009	111,900	535,200	535,200
00	400	401,900	11,000	4.460009	108,800	521,700	

	Grantor	Legal Ref.	Type	Date	Val Desc	Sale Price	N	Ist	Verif	Assoc PCL	Value	
OSS		1638-35		05/15/1937			No	No				Pumping Electric Heating C

EC FEATURES										General					
Item	Description	Alt.	Y or N	Size Dim.	Q'ty	Cont. Year	Unit Price	D/S	Dep.	LUC	Fact	NB Fa	Appr Value	JC Code	Fac
1	MANUAL		Y	11"	A	AV	1970	M	0	450		14	11,000		
						Total Special Features		3,100							
Pre N		Total Yard Items		11,000											
Pre N		Total													

Job Description	Fact Units	Depth	P/U	Unit Type	Land Type	Factor	Base	Price	AJL	NBC	N-INF	N-Mod	Inf
ELECT GEN	194278			SQUARE FEET			0	0.72	0.800	14			
Page 9													
TOTAL SF/SQM	194278.00			Parcel LUC	450								
Total ACRA#4.46001													
This information is believed to be correct.													
Printer: This information is believed to be correct.													

466 In any event, this information is believed to be correct but is subject to change and is not warranted.

[illegible][illegible][illegible]

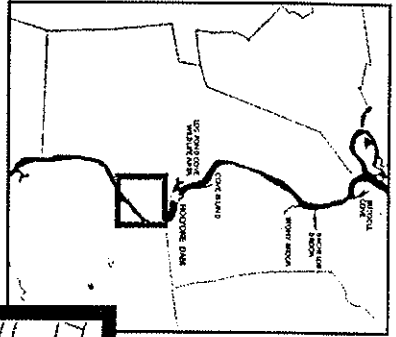
Fac	Ass'd Value	Legal Description	Final Total
	11,000	ABS 1-9 / FY01 CLASS CODE CHGD FROM 400 TO 450.	3344400
	14,400		

	Infl 2	% Infl 3	% Appraised	At Clas % Spec	Fact Use Value	Notes
			111,904		111,900	
Total			111,904			
Spl Credit						
Total			111,904		111,900	N

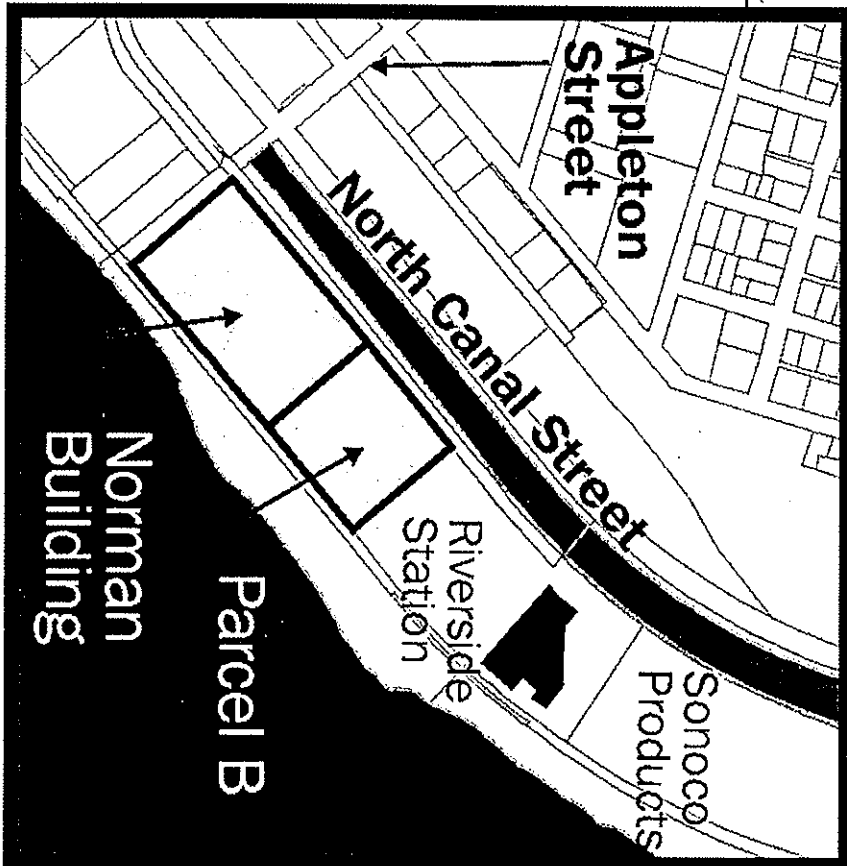
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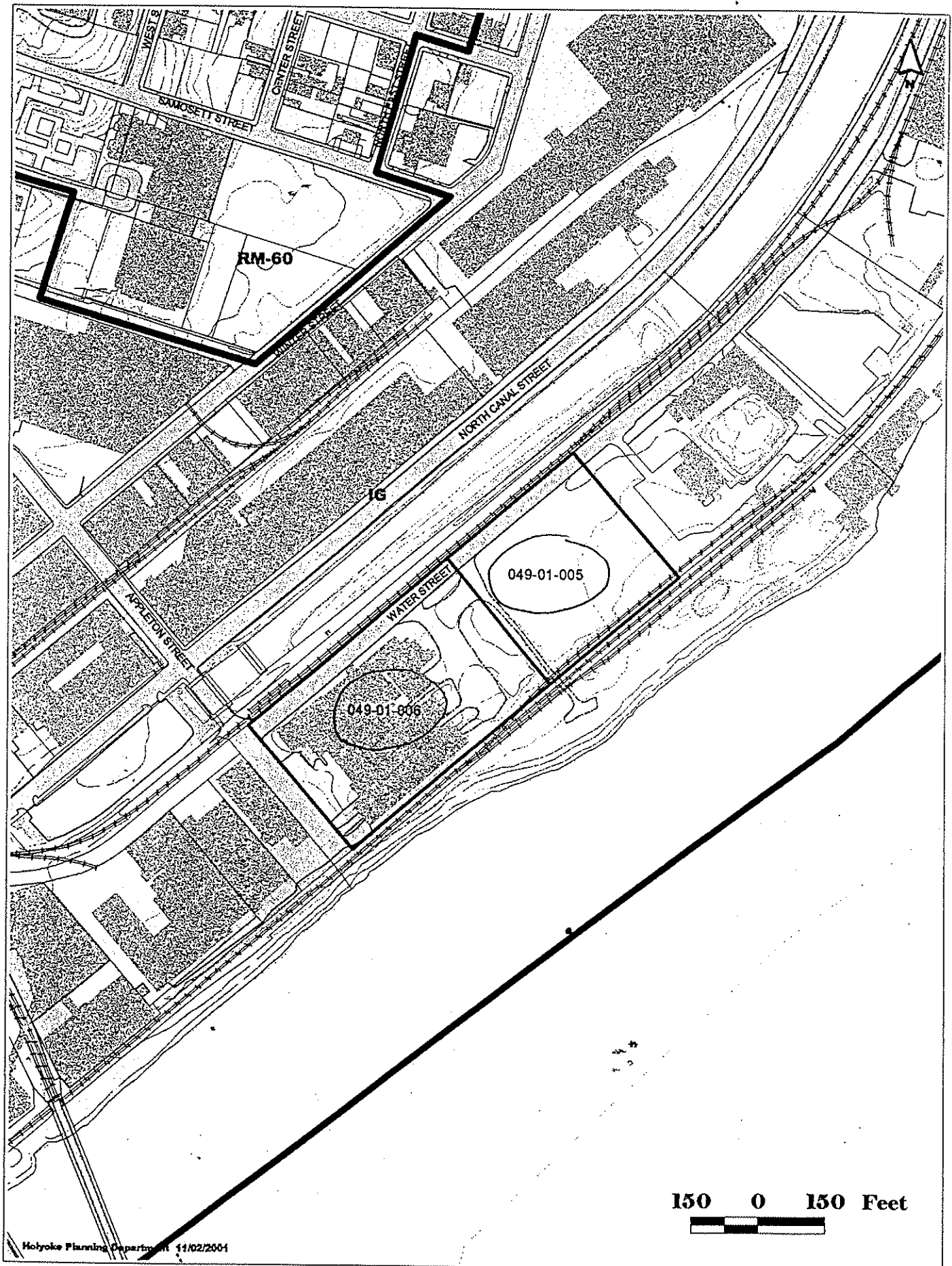
Appendix F

Location Maps

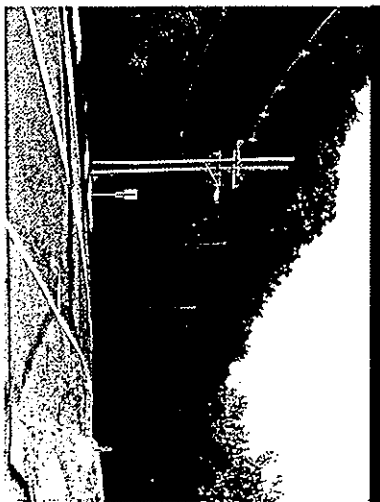
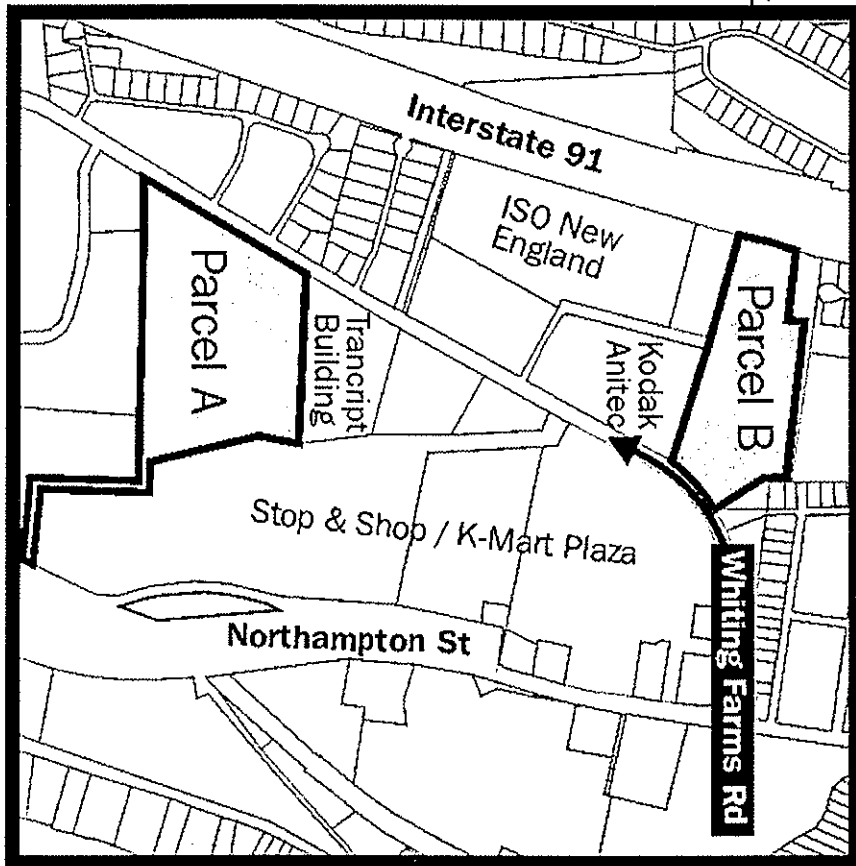
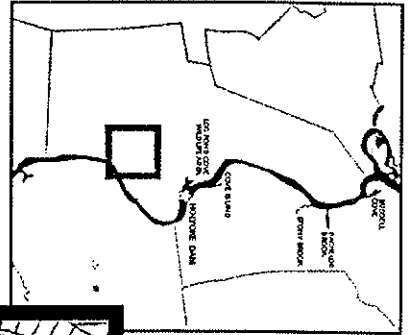


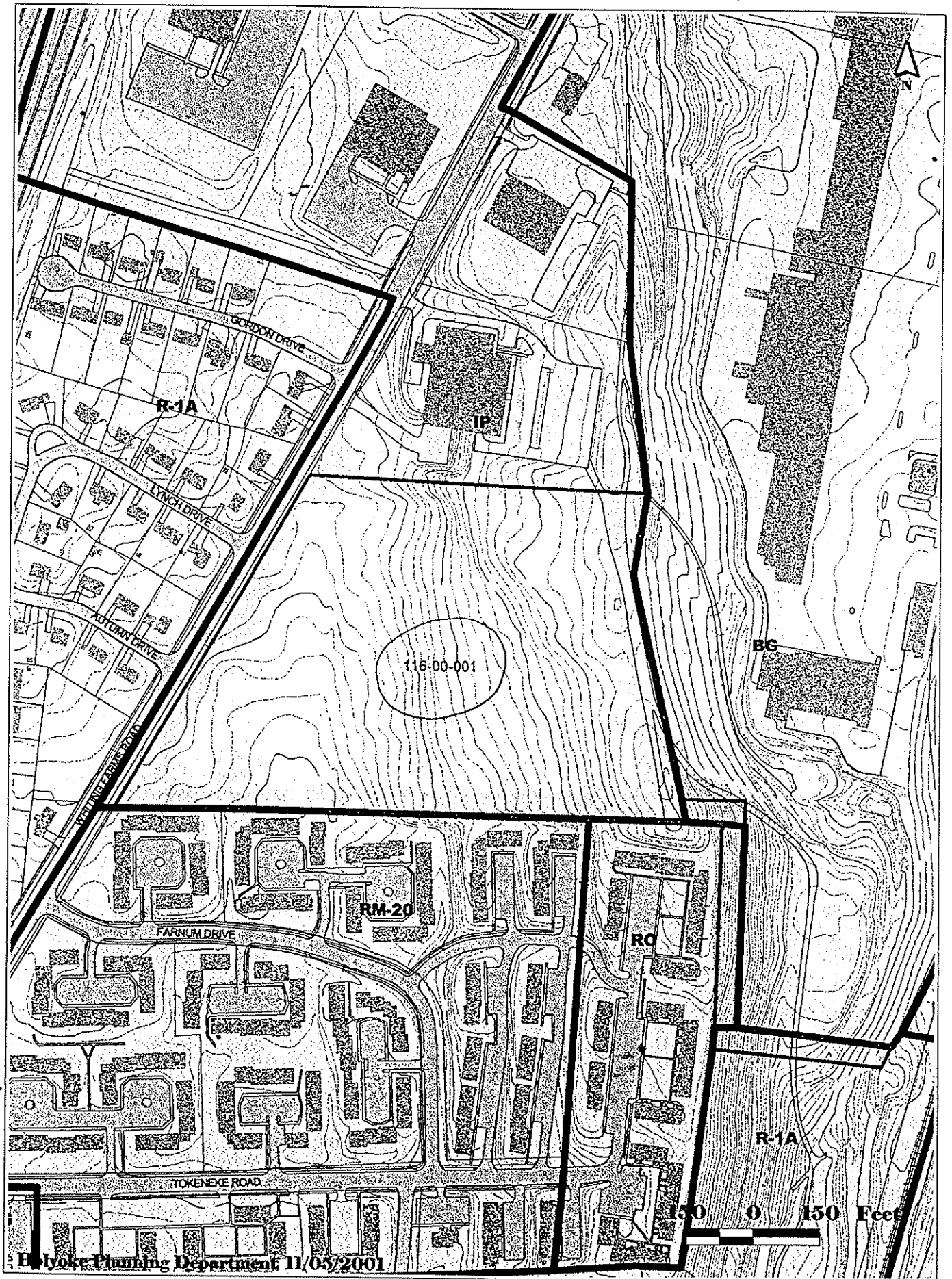
Norman / Riverside Properties

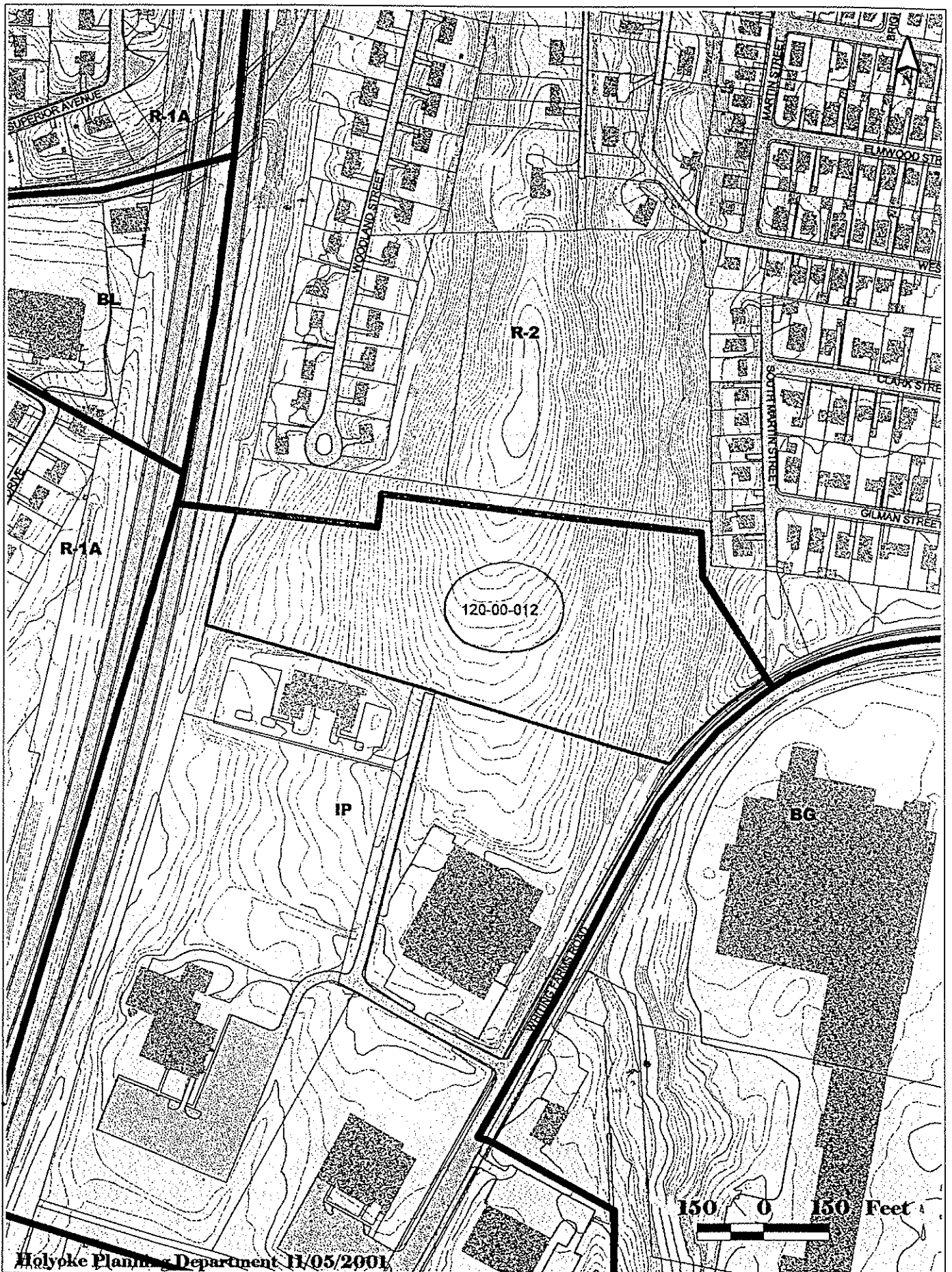


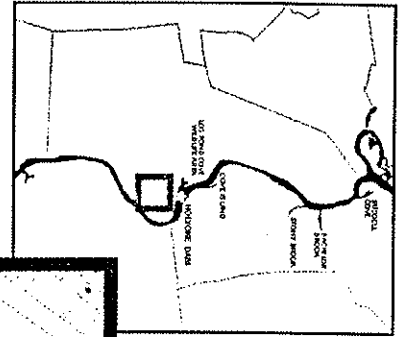


Whiting Farms Road Properties

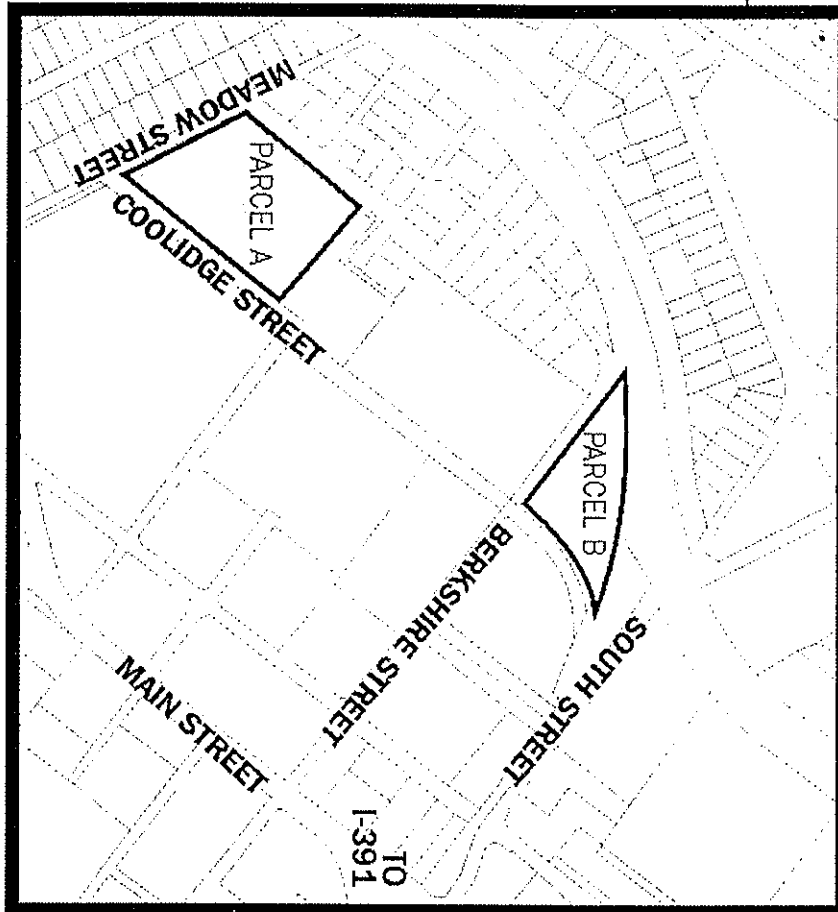


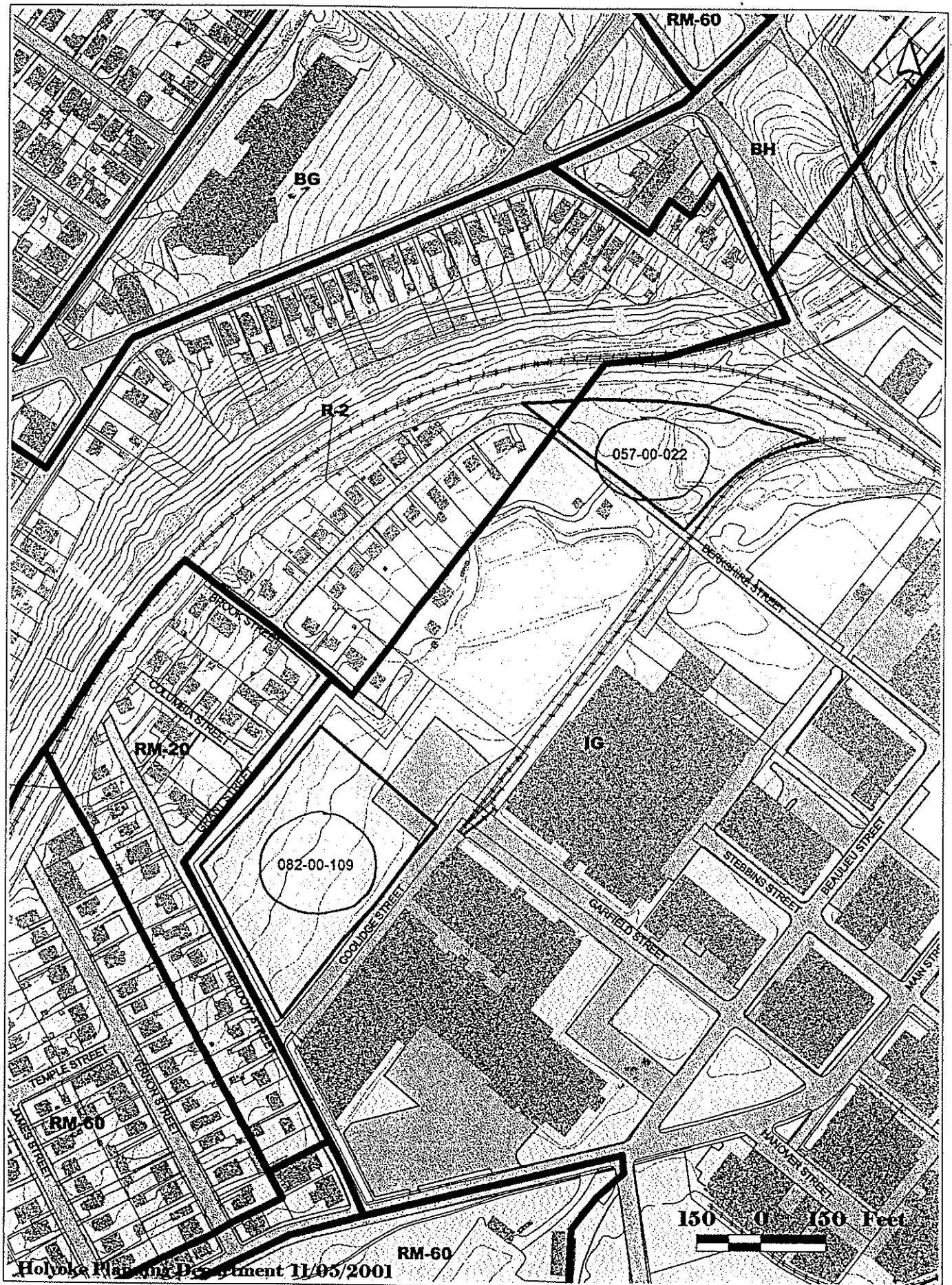




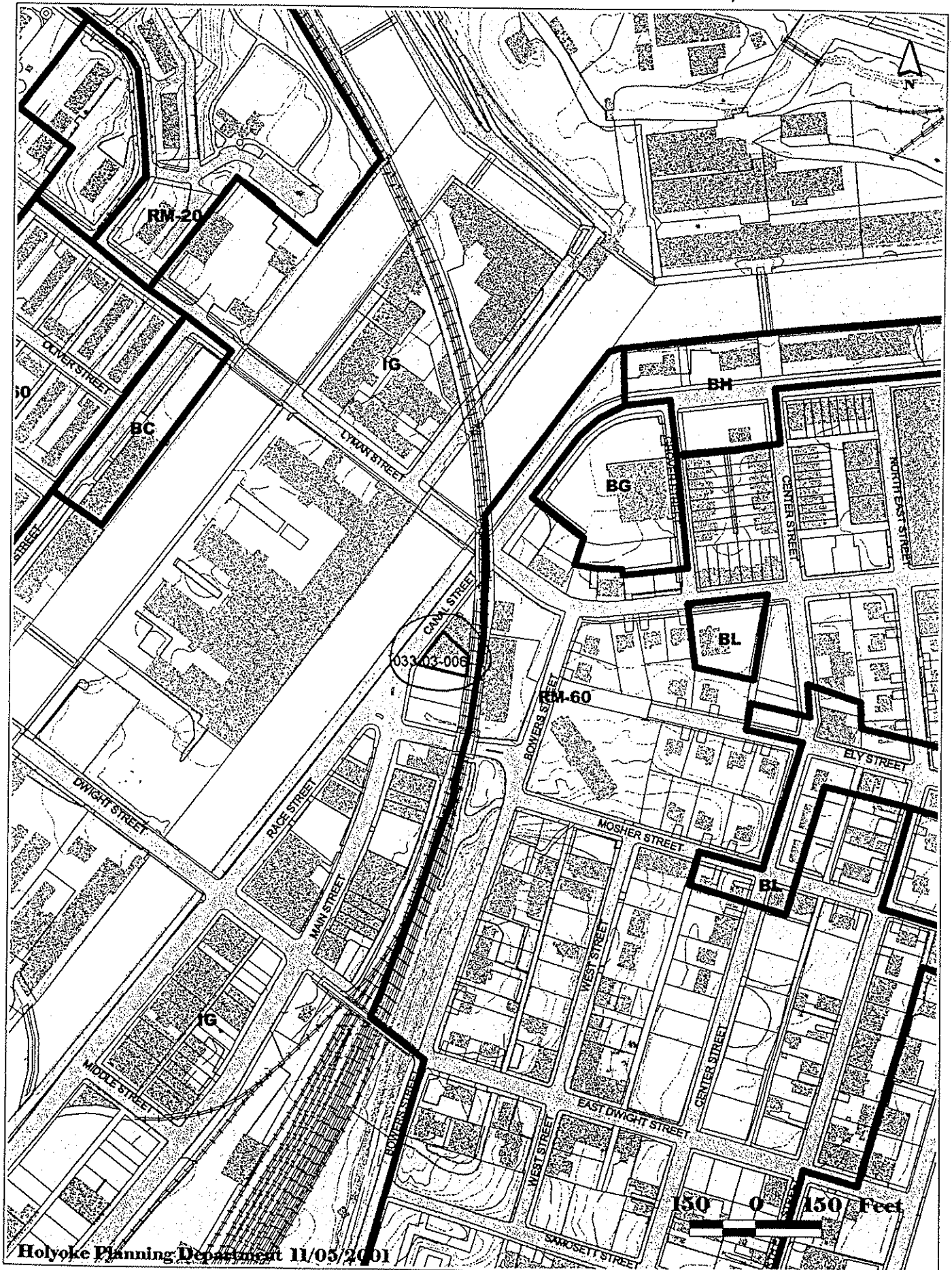


Berkshire / Meadow St Properties





H.W.P. Office - 1 Canal Street



Appendix G

Use Provisions of Holyoke Zoning Ordinance

replacement of existing underground gasoline storage tanks as provided for in section 42-134.

- (8) Commercial petroleum product storage facilities.
- (9) Trucking or bus repair businesses, automotive service and repair shops, motor vehicle gasoline sales, car washes, automotive body repair shops, and engine repair shops.
- (10) Automotive graveyards: junk and salvage yards, and auto recycling.
- (11) Business or industrial uses, not agricultural, which dispose of process wastewater on site.
- (12) Outdoor storage of pesticides, and herbicides.
- (13) Dumping or disposal of any hazardous material on the ground, in water bodies or in septic systems. This includes septic system cleaners which contain toxic chemicals such as methylene chloride and 1-1-1 trichlorethane.
- (14) Wastewater treatment works subject to a groundwater discharge permit under 314 CMR 5.00 except the following:
 - a. The replacement or repair of an existing system(s) that will not result in a design capacity greater than the design capacity of the existing system(s);
 - b. The replacement of an existing subsurface sewage disposal system(s) with wastewater treatment works that will not result in a design capacity greater than the design capacity of the existing system(s), and;
 - c. Treatment works designed for the treatment of contaminated ground or surface water subject to 314 CMR 5.00.

(f) Within the aquifer recharge area, the following uses shall be prohibited:

- (1) All uses listed as prohibited in the water protection area (section 4-1(e)).

(Ord. of 4-1-75 [1st amd.], § 1; Ord. of 6-7-77 [9th amd.], § 2; Ord. of 8-7-79 [21st amd.], § 4; Ord. of 10-5-82 [40th amd.], § 3; Ord. of 6-2-87 [85th amd.], § 1; Ord. of 3-6-90 [109th amd.], § 1(a); Ord. of 4-18-95 [141st amd.], § 1)

*4-2. Schedule of use regulations.

No building, structure or land shall be used for any purpose other than those set forth in the schedule of use regulations, below. Any use not specifically permitted in one or more districts in the schedule shall be deemed prohibited.

Uses permitted and allowed in the various districts are indicated in the schedule by the following notations:

- Permitted use.
- ▲ Use allowed by special permit (exception) by the city council.

The absence of one of the above symbols means that the use is prohibited.

HOLYOKE CODE

Use	RA	R-1	R-1A	R-2	RM-20	RM-40	RM-60	RO	BL	BC	BG	BH	IG	WM	MU	IP	OP	FP
Church, synagogue or other place of worship or related religious use	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
School, college or other educational use	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Municipal or other government use	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Utility transmission lines and towers, exchange or regulating station, with no auxiliary storage of material and equipment	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Library, museum, art gallery or other public or semipublic cultural use	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Day care center	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Cemetery	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Membership club, civic, social, professional or fraternal organization	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Farm for raising of produce, truck garden, nursery, orchard or greenhouse	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Roadside stand for the sale of farm produce, the major portion of which is raised on premises	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Farm, stable or other facility for the raising, boarding and training of livestock or poultry, but not including swine	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Quarrying or other extractive operation	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Hospital, nursing home	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Single-family dwelling	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Two-family dwelling	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Multiple-family dwelling	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Planned unit development	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Renting of less than five rooms, with or without board, to nontransient occupants, in a dwelling occupied as a private residence	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Roominghouse, boardinghouse, residence hall or dormitory	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Mobile home park	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Hotel	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Motel, overnight cabin	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Home occupation	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Use	RA	R-1	R-1A	R-2	RM-20	RM-40	RM-60	RO	EL	BC	BG	BH	IG	WM	MU	IP	OP	FP
Outdoor recreation facility: Golf course, ice skating rink, ski area, bathing beach, swimming pool, picnic grove, alpine and water slides	.														.		.	
Kennel, animal hospital or other facility for the raising, boarding, or medical treatment of domestic animals	.										.	.	.					
Funeral home or parlor						▲	▲			.	.	.						
Business, professional or technical school, or other educational institution operated for gain										.	.	.	.		.			
Medical office building or testing lab										.	.	.	.		.	.		
Medical office building or testing lab not exceeding 2,500 square feet										.	.	.	.		.	.		
Medical clinic																		
Financial institutions, professional office or studio, or professional office building not exceeding 2,500 square feet of gross ground floor area										.	.	.	.		.	.		
Business or professional offices, financial institution, or office building										.	.	.	.		.	.		
Business or professional offices, or office building															.	.		
Bed and breakfast	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲					
Retail sales or service establishment										.	.	.	.					
Indoor eating, drinking establishment										.	.	.	.					
Indoor theater										.	.	.	.					
Indoor amusement facility										.	.	.	.					
Commercial parking lot or garage for the storage of motor vehicles										.	.	.	.					
Automobile service station																		
Drive-in, take-out restaurant										▲	▲	▲	▲					
Motor vehicle, trailer or boat sales or rental establishment										▲	▲	▲	▲					
Automobile rebuilding, reconditioning, painting, or other body repair service establishment																		
Automobile washing establishment																		
Amusement park or commercial outdoor recreation facility not enumerated above, but not including drive-in theaters																		

Use	RA	R-1	R-1A	R-2	RM-2C	RM-40	RM-60	RO	BL	BC	BG	BH	IG	WM	MU	IP	OP	FP
Bus, taxi or other public transit terminal facility									•	•	•	•	•					
Retail or service business with incidental wholesaling, processing or manufacturing of products, the majority of which are sold at retail on the premises, and involving not more than ten employees regularly engaged in nonretail activity											•	•	•					
Wholesale, warehouse or distributing establishment												•	•					
Wholesaling, warehouse or distributing establishment only in connection with the manufacturing of a product on the premises															•	•		
Manufacturing, assembly or other industrial or research operation													•	•	•	•	•	•
Fuel, oil, gas, coal storage or distribution operation												•	•	•				
Freight terminal or transfer facility													•					
Electric, gas, steam generation or storage plant													•	•			•	
Waste disposal facilities, including, but not limited to, resource recovery facilities as defined in M.G.L.A. c. 17 [16], § 18, incinerators, and wastewater treatment plants but specifically excluding landfills and hazardous waste treatment or disposal facilities														•				
Residential care or rehabilitation center	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

(Ord. of 10-18-77 [10th amd.], § 2; Ord. of 6-26-78 [15th amd.], §§ 1A, C; Ord. of 9-18-79 [22nd amd.], § 1A; Ord. of 6-16-81 [29th amd.], § 1; Ord. of 5-18-82 [37th amd.], § 1; Ord. of 3-15-83 [44th amd.], § 1(B); Ord. of 9-23-86 [77th amd.], § 1B; Ord. of 9-20-88 [94th amd.], § 1; Ord. of 3-7-89 [101st amd.], § 1B; Ord. of 9-5-89 [103rd amd.], § 1(B); Ord. of 12-18-90 [111th amd.], § 1; Ord. of 6-2-92 [120th amd.], § 1; Ord. of 1-19-93 [122nd amd.], § 1; Ord. of 2-22-93 [124th amd.], § 1; Ord. of 5-18-93 [126th amd.], § 1; Ord. of 6-18-96 [147th amd.], § 1)

Appendix H

Comparison Charts:

Chart 1: Current Values and Revenues vs. Projected Values and Revenues, Projected Build-out, and Projected Job Creation

Chart 2: Estimated Revenue

City of Holyoke
Holyoke Economic Development and Industrial Corp.

Holyoke Gas and Electric Dept. Land Project

November 15, 2001

PARCEL	MAP BLOCK PARCEL	ASSESSED VALUE	CURRENT TAX REVENUE	APPRAISED VALUE	ESTIMATED BUILDOUT (SF)	ESTIMATED PRIVATE INVESTMENT	ESTIMATED VALUE POST DEVELOPMENT	ESTIMATED ANNUAL R.E. PROPERTY TAX REVENUE*	ESTIMATED JOB CREATION
Water Street	049-01-005	\$77,800	\$2,630	\$85,000	20,000	\$ 1,475,000	\$ 730,000	\$ 24,674	28
Whiting Farms Rd	116-00-001	\$398,000	\$13,452	\$700,000 - \$790,000	200,000	\$ 14,700,000	\$ 7,350,000	\$ 248,430	280
Whiting Farms Rd	120-00-012	\$519,500	\$17,559	\$385,000 - \$440,000	120,000	\$ 8,800,000	\$ 4,400,000	\$ 148,720	168
Meadow Street	082-00-109	\$76,600	\$2,589	\$140,000	100,000	\$ 7,140,000	\$ 3,570,000	\$ 120,666	65
Berkshire Street	057-00-022	\$42,600	\$1,440	\$75,000	25,000	\$ 1,825,000	\$ 900,000	\$ 30,420	35
5 Appleton Street	049-01-006	\$535,200	\$18,090	\$230,000	100,000	\$ 2,100,000	\$ 1,050,000	\$ 35,490	45
1 Canal Street	033-03-006	\$202,900	\$6,858	\$200,000	6,400	\$ 200,000	\$ 200,000	\$ 6,760	9
TOTAL:		\$1,852,600	\$62,618	\$1.815 TO \$1.96 MIL.	571,400	\$ 36,240,000	\$ 18,200,000	\$ 615,160	630

*Estimated Real Estate Property Tax Revenue is an annual amount based on the current tax rate of \$33.80 and does not include any factor for inflation.

Holyoke Economic Development and Industrial Corporation
Holyoke Gas and Electric Land Project
Estimated Revenue

PARCEL	MAP BLOCK PARCEL	ACRES	BUILDING(SF)	ASSESSED VALUE	APPRAISED VALUE	ESTIMATED NO OF DEV. SITES	ESTIMATED DEVELOPABLE ACRES	ESTIMATED BUILDOUT(SF)	EST. SALES PRICE
Water Street	049-01-005	2.79	na	\$77,800	\$85,000	1	2.79	20,000	\$ 75,000
Whiting Farms Rd	116-00-001	18.7	na	\$398,000	\$700,000	3	15	200,000	\$ 725,000
Whiting Farms Rd	120-00-012	11	na	\$519,500	\$385,000	2	8	120,000	\$ 400,000
Meadow Street	082-00-109	4.03	na	\$76,600	\$140,000	1	3.5	100,000	\$ 120,000
Berkshire Street	057-00-022	2.47	na	\$42,600	\$75,000	1	2	25,000	\$ 60,000
5 Appleton Street	049-01-006	4.46	76,727	\$535,200	\$230,000	1	4.46	100,000	\$ 300,000
1 Canal Street	033-03-006	0.16	6,468	\$202,900	\$200,000	1	0.16	6,400	\$ 200,000
TOTAL:		43.61	83,195	\$1,852,600	\$1,815,000	10	35.91	571,400	\$1,880,000

Appendix I

Letter from Mayor Michael J. Sullivan



MAYOR MICHAEL J. SULLIVAN

CITY OF HOLYOKE

November 15, 2001

Holyoke City Council
City of Holyoke
Holyoke, MA 01040

Dear Councilors:

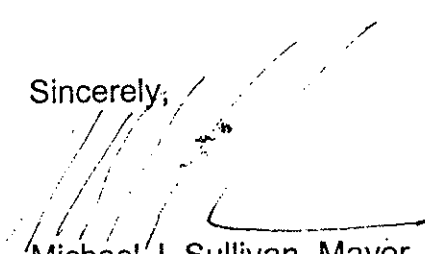
I strongly support the Holyoke Economic Development and Industrial Corporation's (HEDIC) Economic Development Plan to acquire property currently under agreement by the Holyoke Gas & Electric Department. The HEDIC is the City's "real estate developer" and will work in the best interest of the City to create job opportunities for Holyoke residents, stimulate private investment, and generate additional property tax revenues.

This project involves the acquisition by the HEDIC of seven properties that are soon to be owned by the Holyoke Gas & Electric Department and the planning, development, marketing, and resale of said parcels to promote economic development and growth within the City.

This project is consistent with a recommendation of the Holyoke Master Plan that the City "...explore new areas of Holyoke which may be appropriate for industrial development."

For all of these reasons, I support this project and recommend that you adopt the Economic Development Plan for the Holyoke Gas & Electric Industrial Land Project as submitted by the HEDIC.

Sincerely,


Michael J. Sullivan, Mayor
City of Holyoke

536 DWIGHT STREET HOLYOKE, MASSACHUSETTS 01040
PHONE: (413) 534-2173 FAX: (413) 534-2172
email: sullivam@ci.holyoke.ma.us

Appendix J

Letters from Planning Director
and
Superintendent of Public Works/Engineering Department



Mayor Michael J. Sullivan

City of Holyoke

Jack F. Hunter

Planning Department

November 14, 2001

Michael J. Sullivan, Mayor
City of Holyoke
Room 1
Holyoke, MA 01040

Re: Economic Development Plan – Holyoke Gas & Electric Department Industrial Land Project

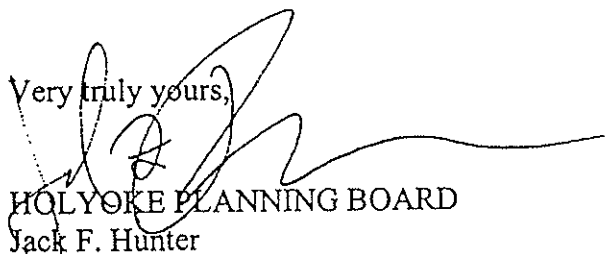
Dear Mayor Sullivan:

I have reviewed the Economic Development Plan for the Holyoke Gas & Electric Department Industrial Land Project as proposed by the Holyoke Economic Development and Industrial Corporation.

Please be advised that this project is in line with a recommendation in the Holyoke Master Plan and that the City explores new areas of Holyoke, which may be appropriate for industrial development. In addition, the project is consistent with the Zoning Ordinance of the City of Holyoke.

This project will facilitate employment, investment, and property tax growth within the City of Holyoke.

Very truly yours,


HOLYOKE PLANNING BOARD

Jack F. Hunter
Planning Director

Cc: Jeff Hayden



Mayor Michael J. Sullivan
City of Holyoke

William D. Fuqua, Superintendent
Department of Public Works

November 16, 2001

Michael J. Sullivan, Mayor
City of Holyoke
Room 1
Holyoke, MA 01040

Re: Holyoke Gas & Electric Industrial Land Project

Dear Mayor Sullivan:

I have reviewed the Holyoke Gas & Electric Industrial Land Project as described in the Economic Development Plan prepared by the HEDIC.

Although the general existing infrastructure within the City of Holyoke has sufficient capacities to handle the anticipated increases in business and employment there will be minor proximate issues that will have to be addressed as parcels are developed, i.e., extensions of water and sewer services.

Overall I find no concerns with the proposed project and look forward to working with the various project developers. Please contact me if you have any questions.

Sincerely,

William D. Fuqua
General Superintendent

Appendix K

HEDIC Resolution

RESOLUTION OF THE
HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION,
HOLYOKE, MASSACHUSETTS
ADOPTING THE ECONOMIC DEVELOPMENT PLAN FOR
THE HOLYOKE GAS & ELECTRIC INDUSTRIAL LAND PROJECT

WHEREAS, the Holyoke Economic Development and Industrial Corporation is desirous of entering into a Development Agreement with the Holyoke Gas & Electric Department for the acquisition of seven properties in the City of Holyoke for a purchase price in the amount of \$540,000. Said properties are located at Water Street (049-01-005), Whiting Farms Road (116-00-001), Whiting Farms Road (120-00-012), Meadow Street (082-00-109), Berkshire Street (057-00-022), 5 Appleton Street (049-01-006), and 1 Canal Street (033-03-006) in Holyoke, Massachusetts (hereinafter referred to as the PROPERTIES). The purpose of said Development Agreement is to facilitate the resale of said PROPERTIES to users/developers which would provide the maximum benefit to the City of Holyoke in terms of private investment, job creation, and increased real estate property tax revenue.

WHEREAS, the Holyoke Economic Development and Industrial Corporation, by its charter under Massachusetts General Laws, Chapter 121C, has the ability to undertake real estate development projects and apply for development grants to assist with said projects that exclusively benefit the City of Holyoke;

WHEREAS, the Holyoke Economic Development and Industrial Corporation will, through the revenues generated from the resale of the PROPERTIES, recover all of the development costs related to the Holyoke Gas & Electric Department Industrial Land Project;

WHEREAS, the Holyoke Economic Development and Industrial Corporation has prepared an Economic Development Plan for the Holyoke Gas & Electric Industrial Land Project pursuant to Massachusetts General Laws, Chapter 121C; and,

WHEREAS, the Holyoke Economic Development and Industrial Corporation has conducted a Public Hearing on November 15, 2001 at 4:30 p.m. in the Holyoke City Council Chambers and heard the general public's comments on the Holyoke Gas & Electric Industrial Land Project Economic Development Plan.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Holyoke Economic Development and Industrial Corporation, duly assembled on this the 15th day of November, 2001, that it approves the Holyoke Gas & Electric Industrial Land Project Economic Development Plan and recommends it to the Holyoke City Council and Mayor Michael J. Sullivan.



Carl Eger, Jr., Chairman
Holyoke Economic Development &
Industrial Corporation

End of Grant Report: FY24 Municipal Road Safety Program Grant

Department: Holyoke Police Department

Reporting Period: December 1, 2023 - September 15, 2024

Total Funds Expended: \$39,474.11

Dear Members of the Holyoke City Council,

I am writing to provide an update on the FY24 Municipal Road Safety Program Grant and to inform you of the progress we have made in improving traffic safety in our community. The Holyoke Police Department was fortunate to receive grant funding totaling \$39,474.11, which has been fully expended to support both traffic enforcement efforts and the purchase of necessary equipment.

With these funds, we have acquired 8 handheld portable breathalyzers, which will be instrumental in our impaired driving enforcement. Officers are currently receiving training on the proper use of these devices, and we anticipate their deployment in the near future.

In addition to the equipment purchase, this grant allowed us to focus on critical periods for traffic enforcement over 6.5 months, covering the following campaigns:

- **Winter Impaired Driving:** December 1 - 31, 2023
- **Distracted Driving:** April 1 - 30, 2024
- **Click It or Ticket:** May 1 - 31, 2024
- **June Speed Enforcement:** June 1 - 30, 2024
- **July Speed Enforcement:** July 1 - 31, 2024
- **Summer Impaired Driving:** August 1 - September 15, 2024

During these periods, our officers conducted 1,388 traffic stops, focusing on educating drivers about the dangers of impaired, distracted, and reckless driving, as well as seatbelt violations. These stops resulted in a combination of verbal warnings, written warnings, and citations, all aimed at reinforcing the importance of road safety in Holyoke.

The Holyoke Police Department remains committed to ensuring the safety of our roadways, and we are grateful for the support of the Holyoke City Council in these endeavors. I look forward to our continued partnership in making Holyoke a safer place for all residents.

Please feel free to reach out if you have any questions or require further details on this report.

Sincerely,



Isaias Cruz
Interim Chief of Police
Holyoke Police Department

End of Grant Report: FY24 State 911 Department Training Grant Program

Reporting Period: FY 2024

Total Funds Expended: \$13,151.17

Grant Overview:

The FY24 State 911 Department Training Grant Program provided crucial funding to cover the mandatory 16 hours of continuing education for the department's dispatchers. This training ensures our dispatchers maintain the skills and certifications required to provide the highest level of service to the community.

The grant covered the course fees, which amounted to \$399 per person, as well as associated overtime costs for those attending training sessions outside of their regular work hours. In total, the grant supported 12 dispatchers, saving the City \$4,788 in course fees and \$8,363.17 in overtime costs.

Dispatchers received training in the following courses:

- **Domestic Violence: The Emergency Communication Center Response**
- **911: Responding to Crisis**
- **911: Emergency Communications & Legal Concerns**
- **Building Resiliency & Understanding Stress**

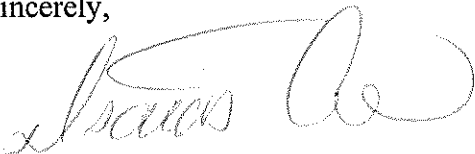
Program Impact:

This grant not only ensured that our dispatchers completed their required continuing education but also significantly reduced the financial burden on the City of Holyoke by covering both tuition and overtime expenses.

We appreciate the ongoing support of the Holyoke City Council in enabling the department to provide the necessary training for our personnel, ensuring the safety and efficiency of our dispatch operations.

Please feel free to contact me if you have any further questions or need additional information.

Sincerely,



Isaias Cruz
Interim Chief of Police
Holyoke Police Department



Mayor Joshua Garcia

Office of Planning & Economic Development

City of Holyoke

Local Historic District Commission

RECEIVED

OCT 21 2024

October 21, 2024

Registrar of Voters
Holyoke, MA

Holyoke City Council
City of Holyoke
Holyoke, MA 01040

Dear Councilors:

Attached please find copies of Meeting Minutes for the Local Historic District Commission (LHDC) for August 22, 2024, and September 26, 2024, for your review.

As always, please contact me if there are any questions.

Sincerely,

Aaron M. Vega



August 22nd - LHD Commission Meeting

RECEIVED

Present: Lauren Niles, Stephen Fay, Katie Hopkinson, Olivia Mausel, Beth Gosselin

OCT 21 2024

Call to order: 5:33 p.m.

Registrar of Voters
Holyoke, MA

July minutes were approved by unanimous vote.

New Business:

Olivia

1. Re: Linda Levine's 1993 write up of the historic homes on Fairfield.
There are 20-30 homes in the Fairfield Historic District that are not on the MACRIS site. They have Linda's historical write up, but no pictures. Olivia was in touch with Mass Historic regarding uploading these homes to the MACRIS and asked the commissioners for help obtaining digital pictures of these 20-30 homes. Lauren will take a walk Fairfield and take pictures. Olivia will send Lauren the addresses of the homes that need pictures.

2. Holyoke Media & Mass Historic Power Point
Gauging interest in working with Holyoke Media to create an informative video from the Mass Historic power point "How to establish a local historic district"? Commissioners would read from the already created Mass Historic script. We would also want to include a Spanish version. The commission will need to establish a time to do this with Holyoke Media. Olivia will send the PowerPoint to commissioners.

3. 377 Appleton St. Church
The church has been assessed by a structural engineer. They gave recommendations on how to help preserve the tower and windows. The church is now in the process of applying for permits to move forward with the building's preservation. They are hoping to apply for CPA funding for exterior work. This could be a good candidate for a new Local Historic District. There is community and church support for this to become a LHD.

4. 1155 Northampton St. Skinner House
Lauren brought up a home previously mentioned by Olivia as a potential one-off LHD. It was an Olmstead designed property/home for the Skinner Family. There is a substantial amount of overgrowth on the original landscaping but some structures are still visible. The home has been under-kept in the decades since the Skinner family resided there. The current owner is interested in the home's preservation. Commissioners were interested in meeting with the current owner and viewing the property. Commissioners Gosselin, Niles and Fay decided on Thursday 8/29 at 5:30 to meet at the property.

Lauren

5. Developing new historic districts

Finding new opportunities for LHD that have community support. Lauren attended a zoning meeting for Holyoke's Comprehensive plan and brought up some challenges we have faced as a commission. Specifically using CPA funds for the Fairfield Historic District being thwarted as the historic district is in Ward 7 and the optics were that these funds would be going to already financially abundant recipients. The advisors for this meeting suggested CPA grants being income contingent as a possible remedy to this issue. The advisor also noted that having funds like this available can help incentivize the community to create additional local historic districts.

Old business:

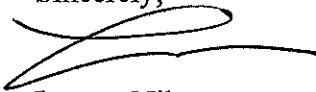
1. Sacred Heart?

No word on buyers. No additional information.

Next meeting, September 26, 2024

Meeting adjourned 5:59pm

Sincerely,



Lauren Niles
Chairperson, Local Historic District Commission



September 26th - LHD Commission Meeting

Present: Lauren Niles, Stephen Fay, Katie Hopkinson, Olivia Mausel, Beth Gosselin

Call to order: 5:33 p.m.

August minutes not received. Will vote on August and September minutes during our October meeting

New Business:

COA for 89 Pearl St. rescheduled for October meeting. We did not have quorum to vote.

Old Business:

Discussion rescheduled for October meeting.

Next meeting, October 10, 2024

Meeting adjourned 5:44 pm

Sincerely,

Lauren Niles
Chairperson, Local Historic District Commission



29 de octubre de 2024

Honorable alcalde Garcia
536 Dwight Street
Holyoke, MA 01040

Anthony Soto, receptor
57 Suffolk Street
Holyoke, MA 01040

Estimado alcalde Garcia y receptor Soto,

Le escribo para anunciar mi decisión provisional de eliminar la designación de bajo rendimiento crónico de las Escuelas Públicas de Holyoke (HPS, por sus siglas en inglés) al final del año escolar, anticipado el 1 de julio de 2025. Esta decisión se concretará en junio de 2025 en función del progreso del Comité Escolar de Holyoke (HSC, por sus siglas en inglés) en la implementación de su plan de desarrollo de capacidades.

Mi decisión provisional de retirar a HPS de la administración judicial estatal reconoce las mejoras significativas que el distrito ha realizado en algunas de las áreas clave de preocupación destacadas en su plan de reestructuración original de 2015. Como resultado del liderazgo combinado de los líderes de la escuela y el distrito, los educadores, los padres y los estudiantes, los logros del distrito desde 2015 incluyen:

- Un aumento en la tasa de graduación de la cohorte de cuatro años del distrito del 60.2 por ciento en 2014 al 74.6 por ciento en 2023, que incluye un incremento de 23 puntos para los estudiantes que aprenden el idioma inglés y un incremento de 18 puntos para los estudiantes con discapacidades durante el mismo período;
- Una reducción de la tasa de suspensión fuera de la escuela del 20.0 por ciento en 2013-14 al 9.0 por ciento en 2022-23;
- Un aumento en el porcentaje de estudiantes en los grados 11 y 12 que completan cursos avanzados del 39.5 por ciento en 2018 al 57.0 en 2024; y
- Un aumento que cierra la brecha en el porcentaje de estudiantes hispanos/latinos en los grados 11 y 12 que completan cursos avanzados, del 32.2 por ciento en 2018 al 54.6 en 2024.

Bajo la administración judicial estatal, HPS también ha profundizado sus inversiones en todo el sistema en currículos de alta calidad, prácticas de enseñanza enfocadas, apoyo para la participación de los estudiantes y las familias, caminos personalizados, desarrollo de educadores y desarrollo de liderazgo para abordar los desafíos sistémicos identificados en el plan de reestructuración de 2015. Los logros de todo el sistema desde 2015 incluyen:

- Implementación consistente de materiales curriculares de alta calidad, observados en el 96 por ciento de las aulas de HPS;
- Implementación en todo el distrito de estrategias de alfabetización temprana basadas en evidencia;
- Desarrollo profesional en todo el distrito para líderes instructivos para establecer expectativas instructivas consistentes en todas las aulas;
- Un aumento en el porcentaje de maestros de color, del 13 por ciento en 2015 al 32 por ciento en 2024;
- Expansión del programa de lenguaje dual del distrito para atender a más del 20 por ciento de pre-K-8 la población estudiantil;
- Expansión de la programación preescolar para ofrecer más de 500 asientos a familias en 2023-24 a través de aulas operadas por el distrito o por socios;
- Rediseño de Holyoke High School para ofrecer una Academia de primer año para un ingreso más personalizado a la escuela secundaria y academias temáticas y caminos de educación técnica vocacional profesional diseñados para despertar el interés de los estudiantes y conectar el aprendizaje con el mundo real;
- La inscripción completa en los programas de educación técnica vocacional profesional en el campus Dean de Holyoke High School desde el año escolar 2021-22, después de casi una década de inscripción insuficiente; y
- La re zonificación del distrito en escuelas primarias y secundarias separadas, respaldada por la construcción de una nueva escuela secundaria cuya apertura está prevista para el otoño de 2025.

Si bien la implementación de estos nuevos sistemas, prácticas y programas aún no ha producido ganancias académicas sostenidas en los datos de evaluación estatal, creo que el distrito ha desarrollado un conjunto coherente de estrategias para mejorar los resultados de la enseñanza y el aprendizaje en cada aula, a través de su proceso de planificación estratégica inclusiva que solicita regularmente la retroalimentación de todas las partes interesadas. El camino adecuado a seguir es empoderar al liderazgo local para supervisar la implementación efectiva continua de estos sistemas y programas.

El Comité Escolar de Holyoke desempeñará un papel fundamental en la mejora continua del desarrollo y la implementación del plan estratégico del distrito. Desde marzo de 2024, me he reunido regularmente con el subcomité de Control Local del HSC para apoyar su desarrollo de un plan de desarrollo de capacidades para el HSC. El 19 de agosto de 2024, el subcomité presentó ese plan al Comité Escolar y al público. Este plan se centra en brindar al HSC capacitaciones adicionales en cuatro áreas clave del gobierno del distrito escolar: Evaluación del superintendente, Contratación del superintendente, Finanzas y presupuesto, y Desarrollo de políticas. Tengo la esperanza de que el plan del HSC para el desarrollo profesional durante el año escolar 2024-2025 prepare al Comité Escolar para gobernar eficazmente el distrito en el futuro con un enfoque inquebrantable en los resultados de los estudiantes. Además, durante un período de transición después del final de la administración judicial, puedo permitir que el distrito continúe con elementos del plan de reestructuración y supervisaré el progreso anualmente, donde dichos elementos contribuyan a la mejora continua del distrito.

Espero que sigamos colaborando para facilitar una transición colaborativa de las Escuelas Públicas de Holyoke de regreso al control local. El Departamento de Educación Primaria y

Secundaria (DESE) seguirá apoyando al Comité Escolar en la implementación de su plan de transición, durante el año escolar 2024-25, seguiré participando activamente en este trabajo asistiendo a las reuniones del Subcomité de Control Local cada dos meses. Así como más de 1500 miembros de la comunidad de Holyoke aportaron sus voces al Plan Estratégico actual de HPS, me uno al Comité Escolar para instar a todas las partes interesadas de HPS a que participen en el trabajo del Comité Escolar durante la transición al control local. A través de la perseverancia y el compromiso, los estudiantes, las familias, el personal, los líderes y los socios de Holyoke seguirán logrando cambios extraordinarios trabajando juntos, unificados por la creencia que proclama: Together We Can! ¡Juntos Podemos!

Atentamente,



Russell D. Johnston
Comisionado interino de Educación Primaria y Secundaria

Cc: Mildred Lefebvre, vicepresidenta, Comité Escolar de Holyoke
Lauren Woo, Departamento de Educación Primaria y Secundaria



October 29, 2024

Honorable Mayor Garcia
536 Dwight Street
Holyoke, MA 01040

Anthony Soto, Receiver
57 Suffolk Street
Holyoke, MA 01040

Dear Mayor Garcia and Receiver Soto,

I am writing to announce my provisional decision to remove Holyoke Public Schools' (HPS) chronically underperforming designation at the end of the school year, anticipated July 1, 2025. This decision will be finalized in June 2025 based on the Holyoke School Committee's (HSC) progress toward implementing its capacity building plan.

My provisional decision to exit HPS from state receivership recognizes the significant improvements that the district has made in some of the key areas of concern highlighted in its original 2015 turnaround plan. As a result of the combined leadership of school and district leaders, educators, parents, and students, the district's accomplishments since 2015 include:

- An increase in the district's four-year cohort graduation rate from 60.2 percent in 2014 to 74.6 in 2023, which includes a 23-point gain for English learners and an 18-point gain for students with disabilities over the same time period;
- A reduction of the out-of-school suspension rate from 20.0 percent in 2013-14 to 9.0 percent in 2022-23;
- An increase in the percentage of students in grades 11-12 completing advanced coursework from 39.5 percent in 2018 to 57.0 in 2024; and
- A gap-narrowing increase in the percentage of Hispanic/Latino students in grades 11-12 completing advanced coursework, from 32.2 percent in 2018 to 54.6 in 2024.

Under state receivership, HPS also has deepened its systemwide investments in high-quality curriculum, focused instructional practices, student and family engagement supports, personalized pathways, educator development and leadership development to address the systemic challenges identified in the 2015 turnaround plan. Systemwide accomplishments since 2015 include:

- Consistent implementation of high-quality curriculum materials, observed in 96 percent of HPS classrooms;
- Districtwide implementation of evidence-based early literacy strategies;

- Districtwide professional development for instructional leaders to establish consistent instructional expectations in all classrooms;
- An increase in the percentage of teachers of color, from 13 percent in 2015 to 32 percent in 2024;
- Expansion of the district's dual language program to serve more than 20 percent of the pre-K-8 student population;
- Expansion of pre-K programming to offer more than 500 seats to families in 2023-24 through either district-operated or partner-operated classrooms;
- Redesign of Holyoke High School to offer a Freshman Academy for a more personalized entry to high school and theme-based academies and career vocational technical education pathways designed to ignite student interest and connect learning to the real world;
- Full enrollment in the career vocational technical education pathways at the Holyoke High School Dean Campus since the 2021-22 school year, after nearly a decade of under-enrollment; and
- The rezoning of the district into separate elementary and middle schools, supported by the construction of a new middle school that is scheduled to open in fall 2025.

While the implementation of these new systems, practices and programs has not yet produced sustained academic gains in state assessment data, I believe that the district has developed a coherent set of strategies for improving teaching and learning outcomes in every classroom, through its inclusive strategic planning process that regularly solicits feedback from all stakeholders. The appropriate path forward is to empower local leadership to oversee the continued effective implementation of these systems and programs.

The Holyoke School Committee will play a pivotal role in continuously improving the district's development and implementation of its strategic plan. Since March 2024, I have regularly met with the HSC's Local Control Subcommittee to support its development of a capacity building plan for the HSC. On August 19, 2024, the subcommittee presented that plan to the School Committee and public. This plan focuses on providing the HSC with additional trainings in four key areas of school district governance: Superintendent Evaluation, Superintendent Hiring, Finance & Budget, and Policy Development. I am hopeful that the HSC's plan for professional development throughout school year 2024-2025 will prepare the School Committee to effectively govern the district moving forward with an unwavering focus on student outcomes. Additionally, for a transitional period after the end of receivership, I may allow the district to continue elements of the turnaround plan and will monitor progress annually, where such elements would contribute to the continued improvement of the district.

I look forward to our continued partnership in facilitating a collaborative transition of Holyoke Public Schools back to local control. The Department of Elementary and Secondary Education (DESE) will continue to support the School Committee in implementing its transition plan throughout the 2024-25 school year. I will remain closely involved in this work by attending meetings of the Local Control Subcommittee on a bimonthly basis. Just as over 1,500 members of the Holyoke community contributed their voices to the current HPS Strategic Plan, I join the School Committee in urging all HPS stakeholders to engage with the School Committee's work throughout the transition to local control. Through perseverance and commitment, Holyoke's students,

families, staff, leaders, and partners will continue to make extraordinary change by working together, unified by the belief that proclaims, Juntos Podemos! Together We Can!

Sincerely,



Russell D. Johnston

Acting Commissioner of Elementary and Secondary Education

Cc: Mildred Lefebvre, Vice Chair, Holyoke School Committee
Lauren Woo, Department of Elementary and Secondary Education

Off Duty Blue SaaS & Marketplace Agreement

Customer: Holyoke Police Department	Chief of Police: Chief David Pratt
Address: 138 Appleton St. Holyoke, MA 01040	Phone: (413) 322-6900
Coordinator Point of Contact Officer Walber Borrego	POC Email: 313@holyokepd.org
SaaS, Marketplace, and Additional Services Software as a Service • Unlimited department access to Off Duty Blue's cloud-based detail management application • All future software updates • Priority support Marketplace • Facilitates invoice payments between department clients for Officer Hours(w2), Traffic Safety Officer Hours (1099), and applicable department fees • Remits all collected funds to department's specified accounts via direct deposit as received • Remits all 1099 payments to officer accounts by direct deposit within 7 business days of invoice creation • Manages accounts receivable activities • Provide detailed accounting reports at requested increments Additional Services • Receive inbound detail requests and submit for PD approval Collectively, (the "Service(s)").	
Department Services Fees: None All SaaS user fees are waived in lieu of hourly transaction fees.	Initial Service Term: Month to month.
Hourly Transaction Fees: Off Duty Blue's standard service fee is 5% of the officer's hourly rate added to the client's invoice.	

Holyoke Police Department
Detail Rate / Types

Detail Rate Schedule Including Any Applicable Off Duty Blue Service Fees
All rates shown in table are hourly

Detail	Mon-Fri	HPD Fee	ODB Fee	M-F Total	Sat	HPD Fee	ODB Fee	Sat Total	Sun	HPD Fee	ODB Fee	Sun Total
Road/Construction	\$52	\$2.60	\$2.60	\$57.20	\$78	\$3.90	\$3.90	\$85.80	\$156	\$7.80	\$7.80	\$171.60
After 8 hours	\$78	\$3.90	\$3.90	\$85.80	-	-	-	-	-	-	-	-
After 4PM	\$78	\$3.90	\$3.90	\$85.80	-	-	-	-	-	-	-	-
Security	\$52	\$2.60	\$2.60	\$57.20	\$52	\$2.60	\$2.60	\$57.20	\$52	\$2.60	\$2.60	\$57.20
Alcohol	\$78	\$3.90	\$3.90	\$85.80	\$78	\$3.90	\$3.90	\$85.80	\$78	\$3.90	\$3.90	\$85.80
Holiday (below only)	Rate	HPD Fee	ODB Fee	Total	Holiday rate starts at 6pm on eve of day until midnight (for a total duration of 30 hours)							
Thanksgiving, Christmas Day, New Years	\$156	\$7.80	\$7.80	\$171.60								
Hour Minimums & Cancellation Terms												
• Minimum hours for all details are 4hrs. Road jobs minimum hours after 4hrs becomes 8hrs. • Securlyty Details have no minimum after 4hrs. • Cancelation of a detail within 1 hour of the detail start time will incur a 4-hour minimum charge.												
Additional/Optional Fees												
HPD Cruiser Fee	\$25/Hour											
Credit Card Processing Fee	3%		Our preferred method of payment is ACH which has no additional fee									
Invoice Factoring	3%		Factoring applies to clients hiring part-time/1099 officers that are unable to pay digitally by ACH or Credit Card.									

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 6th day of December, 2022 (the "Effective Date") between Off Duty Blue Incorporated with a place of business at 235 Harrison Street, #6, Syracuse, New York, 13202 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Off Duty Blue Incorporated

Holyoke Police Department

City of Holyoke

By: 
Name: Jim Raschella
Title: CEO
Date: 12/6/2022

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Joshua A. Garcia
Title: Mayor
Date: 1-6-23

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may

prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and

Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF DEPARTMENT FEES AND ACTIVE USERS

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 Active Users for billing purposes are defined as any user that sends or receives at least one (1) application notification or accesses the portal at least one (1) time during the billing period. Total Active Users are computed, invoiced and billed to the form of payment on file at the end of each billing period.

5. PAYMENT OF HOURLY TRANSACTION FEES

5.1 Customer authorizes Company to collect hourly transaction fees as agreed upon in the Order Form for the Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Inquiries should be directed to Company's customer support department.

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the initial Service Term as specified in the Services Order Form, and shall be automatically renewed for additional periods of the same duration, unless either party requests termination prior to the end of the then-current term

6.2 Customer can terminate Agreement at any time by notifying Company in writing (including email) or by phone. Such termination will result in the downgrade of the Customer's account to the free tier. Customer will not be charged again for any Services unless Customer enrolls in a new Service Agreement. If Customer terminates Services in the middle of a billing cycle, they will be billed at the end of the current billing cycle. Customer will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.

6.3 In addition to any other remedies it may have, either party may also terminate this Agreement without notice if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT.

8. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY

FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request

Bid # 2024-10C

SEPTEMBER 20, 2023

ANNIVERSARY HILL PARK TRAIL AND UTILITY CORRIDOR

CONTRACT DOCUMENTS

STANDARD CONSTRUCTION CONTRACT
OWNER - CONTRACTOR AGREEMENT

Awarding Authority:

This agreement ("Contract") is made as of the 23rd day of October, 2023 by and between the City of Holyoke, Massachusetts identified above with a principal place of business at 536 Dwight Street, and MASS-WEST Construction, Inc., a corporation with a principal place of business at 50 W State St., Granby, MA, hereinafter called the "Contractor."

Terms used in this Owner - 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 Anniversary Hill Park, in accordance with the Special Provisions, as modified by Addenda Nos. N/A dated 20 .

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 bring the Work to Substantial Completion no later than 90 days thereafter and Final Completion within an additional 30 days.

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 Eight hundred seventy eight thousand dollars (\$ 878,000.00). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid.

Article 4. Certifications. Pursuant to M.G.L. c. 62(c), s.49 (a), 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, s. 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 5. 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 Owner — Contractor Agreement
- The General Conditions of the Contract
- The Supplementary General Conditions [Note: the term "Supplementary General Conditions" may also refer to Division 1 of the Specifications.]
- The Special Provisions, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement

Article 6. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

\$ 500.00 per calendar day

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

CONTRACTOR: MASS-WEST Construction, Inc.

CITY OF HOLYOKE:

By: 

Name: John Welch

Title: Treasurer

Date: October 23, 2023

By: 

Name: Joshua A. Garcia

Title: Mayor

Date: 10/27/2023

CITY OF HOLYOKE

APPROVED AS TO FORM

Lisa A. Ball

City Solicitor

APPROVED AS TO FUNDING

Tanya Watowick

City Auditor

**CERTIFICATION THAT ALL LOCAL
TAXES HAVE BEEN PAID IN FULL:**

Laura Wilson

Tax Collector

**APPROVED IN COMPLIANCE WITH
PROCUREMENT:**

Jaime Morrow

Chief Procurement Officer

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Mass-West Construction, Inc. as Principal
And Philadelphia Indemnity Insurance Company as Surety, are

held and firmly bound unto the City of Holyoke, as Oblige, in the sum of
Eight Hundred Seventy Eight Thousand and 00/100 dollars (\$ 878,000.00) to be paid to the
Obligee 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 Oblige, bearing the date

of October 23, 2023, for Anniversary Hill Park Trail & Utility Corridor IFB# 2024-10C at

NOW, the condition of this obligation is such that if the Principal and all Subcontractors under said
contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and
conditions of said contract on its part to be kept and performed during the original term of said contract and
any extensions thereof that may be granted by the Oblige, with or without notice to the Surety, and during
the life and 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 Principal, or in the event that the Oblige,
under the provisions of Article 14 of the General Conditions of said contract terminates the employment of
the Principal or the authority of the Principal to continue the work, said Surety hereby further agrees that
said Surety shall, if requested in writing by the Oblige, take such action as is necessary to complete said
contract.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this

23rd day of October, 2023

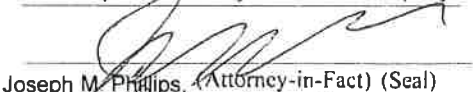
PRINCIPAL

SURETY

Mass-West Construction, Inc.

Philadelphia Indemnity Insurance Company


(Name & Seal)


Joseph M. Phillips, (Attorney-in-Fact) (Seal)

Attest: Carey J. Bernardo

Attest: Nina Kublan
Nina Kublan, Bond Administrator

The total premium for this bond is \$ 12,280.00

The rate for this bond is 2.5 % for the first \$ 100,000 and 1.5 % for the next \$ 400,000

and 1.0% for the next \$2,000,000

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Mass-West Construction, Inc. as PrincipalAnd Philadelphia Indemnity Insurance Company, as Surety, are

held and firmly bound unto the City of Holyoke, as Obligee, in the sum of
Eight Hundred Seventy Eight Thousand and 00/100 dollars (\$ 878,000.00), to be paid to the
 Obligee 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 Obligee, bearing the date

of October 23, 2023, for Anniversary Hill Park Trail & Utility Corridor IFB# 2024-10C at

NOW, the condition of this obligation is such that if the Principal and all Subcontractors under said
 contract 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, changes or additions being hereby waived, the foregoing to include any other purposes or
 items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended,
 then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this

23rd day of October, 2023

PRINCIPAL

SURETY

Mass-West Construction, Inc.

Philadelphia Indemnity Insurance Company



(Name & Seal)



Joseph M. Phillips, (Attorney-in-Fact) (Seal)

Attest: Carol J. BernardoAttest: Nina Kublan
Nina Kublan, Bond AdministratorThe total premium for this bond is \$ 12,280.00The rate for this bond is 2.5 % for the first \$ 100,000 and 1.5 % for the next \$ 400,000

and 1.0% for the next \$2,000,000

FORM OF PAYMENT BOND

Page 1 of 1

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Joseph M. Phillips; Jocelyn Douglas; Nina Kublan OF THE CITY OF CHICOPEE, STATE OF MASSACHUSETTS**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$250,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

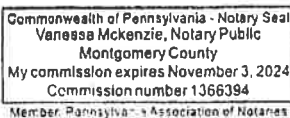
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23 day of October, 2023

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



MASSWES-01

CHRISTINE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phillips Insurance Agency, Inc. 97 Center Street Chicopee, MA 01013	CONTACT NAME: Christine Sullivan	
	PHONE (A/C, No, Ext): (413) 594-5984 FAX (A/C, No): (413) 592-8499	
	E-MAIL ADDRESS: christine@phillipsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentry Insurance	24988
INSURED Mass West Construction, Inc PO Box 889 Granby, MA 01033	INSURER B : Middlesex Insurance Company	23434
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Per Project GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	A0105211002	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	A0105211003	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	A0105211005	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	A0105211006	4/16/2023	4/16/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project - Anniversary Hill Park Trail & Utility Corridor in Holyoke

City of Holyoke along with their respective officers, agents and employees are named as Additional Insureds with respect to the General Liability, Business Auto and Excess Umbrella. Waiver of Subrogation is granted in favor of certificate holder on the General Liability, Business Auto and Excess/Umbrella. Waiver of Subrogation is granted in favor of Certificate Holder on the General Liability, Business Auto, Umbrella and Workers Comp. 30 Days notice of cancellation with exception of non payment, which is 10 days' notice.

CERTIFICATE HOLDER

CANCELLATION

City of Holyoke 536 Dwight St Holyoke, MA 01040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,

Mass-West Construction, Inc. as Principal,

and Philadelphia Indemnity Insurance Company as Surety, are hereby held

and firmly bound unto City of Holyoke as OWNER

in the penal sum of FIVE PERCENT OF BID Dollars (\$ 5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this 10th day of October, 2023

The condition of the above obligation is such that whereas the Principal has submitted to the City of Holyoke, Massachusetts, a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, relating to the **Anniversary Hill Park Trail and Utility Corridor project in Holyoke, Massachusetts.**

NOW, THEREFORE,

a) if said BID shall be rejected, or

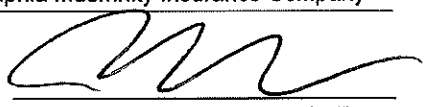
b) if said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation.

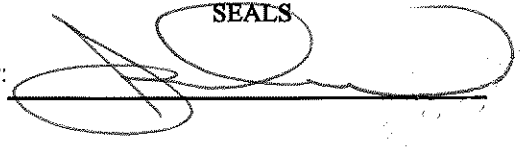
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Mass-West Construction, Inc.
Principals

Philadelphia Indemnity Insurance Company
Surety

By: 
Joseph M. Phillips, Attorney-In-Fact

By: 

RETURN THIS FORM WITH BID

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Joseph M. Phillips; Jocelyn Douglas; Nina Kublan OF THE CITY OF CHICOPEE, STATE OF MASSACHUSETTS**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$250,000,000.

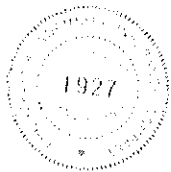
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



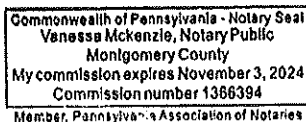
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of October, 20 23



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BID FORM

CITY OF HOLYOKE, MASSACHUSETTS
ANNIVERSARY HILL PARK TRAIL AND UTILITY CORRIDOR
Bid No. 2024-10C

In compliance with **IFB No. 2024-10C** and subject to all conditions herein, the undersigned offers and agrees, if this bid be accepted within 30 days from the date of opening, to provide and furnish any and all items upon which prices are quoted, at the price set opposite each item.

The prices shall cover all labor, materials, insurance, transportation and other necessary expenses to fulfill the conditions of the contract within the time stated.

The undersigned bidder further agrees to commence work within sixty days (60) days of receipt of the Notice to Proceed, and to cause all work of this contract to be completed per the specifications and to the satisfaction of the City of Holyoke by June 15, 2024. The Contractor must achieve satisfactory completion of this project as specified in the contract documents.

In determining if a vendor is responsible and responsive the City is adding another set of criteria. It is expected that all vendors for the City of Holyoke be current with invoices (past & present) for goods/services provided by other City departments including but not limited to outside police details & permit fees.

Bidder further agrees to pay liquidated damages as hereinafter provided in the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for IFB No. 2024-10C, Anniversary Hill Park Trail and Utility Corridor project ("Project") located in Holyoke, Massachusetts, in accordance with the accompanying drawings and technical specifications, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: (please indicate by checking the box of each addenda number)

☐ No. 1

☐ No. 2

☐ No. 3

☐ No. 4

C. The proposed lump sum contract price is (in words):

Eight hundred seventy eight thousand dollars and no cents _____ Dollars

(In figures) (\$ 878,000.00).

C. The undersigned agrees that, if they are selected as contractor, they will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the General Laws.

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

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

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instructions to Bidders, General Conditions of the Contract, Special Conditions (if any), Technical Specifications, all other Contract Documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the City.

The undersigned further certifies under the penalties of perjury that:

- this bid is in all respects bona fide, fair and made without collusion or fraud with any other person;
- we are the only persons interested in this proposal;
- that it is made without any connection with any other person making any bid for the same work and without directly or indirectly influencing or attempting to influence any other person to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation;
- that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.

As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

Should the Contract Documents require submission of special data to accompany the bid, the City of Holyoke 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 City of Holyoke.

The undersigned understands that the City of Holyoke Purchasing Director reserves the right to make no award, to reject any or all bids, to call for rebids if necessary to waive any informalities in the bidding procedures or to award to other than lowest bidder if it is in the best interest of the City of Holyoke to do so.

10/10/2023

(Date)

(Authorized Signature)

Treasurer

(Title)

MASS-WEST Construction, Inc. 50 West State St. Granby, MA 01033

(Official Company Name) (Business Address)

(City & State)

54-2169697

(413) 467-7711

(Company Social Security or Federal Identification No.)

(Tel. No.)

362653763

(DUNS # - MUST BE PROVIDED)

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE COMPLETED AND RETURNED
WITH YOUR BID OFFER (PLEASE PRINT)**

CORPORATE AFFIDAVIT FORM

MASS-WEST Construction, Inc.
COMPANY NAME

54-2169697
FID OR SOCIAL SECURITY

(413) 467-7711
PHONE NUMBER

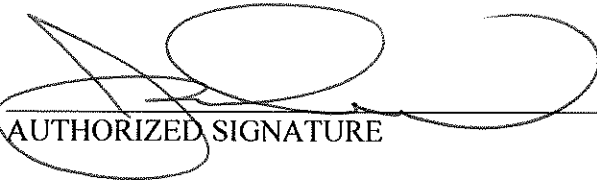
362653763
DUNS NUMBER (IF APPLICABLE)

john@masswestinc.com
EMAIL ADDRESS

50 West State St. Granby
ADDRESS CITY

MA
STATE

01033
ZIP CODE


AUTHORIZED SIGNATURE

Treasurer
TITLE

John Welch
PLEASE PRINT NAME OF AUTHORIZED SIGNER

Treasurer
TITLE

FAX NUMBER (413) 467-7733

PHONE NUMBER (413) 467-7711

PLEASE CHECK WHERE APPROPRIATE

MINORITY OWNED BUSINESS ENTERPRISE

X

WOMEN OWNED BUSINESS ENTERPRISE



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Flandaca, Secretary & CEO

massDOT

Massachusetts Department of Transportation
DBE Certification Office | MassUCP

June 22, 2023

Ms. Carol Bernardo
MASS-WEST Construction, Inc.
50 West State Street, P.O. BOX 89
Granby, MA 01033

This letter serves as sole and exclusive proof of your firm's DBE certification

Dear Ms. Bernardo:

Congratulations! The Massachusetts Unified Certification Program (MassUCP), is pleased to notify you that we have renewed your company as a disadvantaged business enterprise (DBE). Your company continues to be assigned **NAICS Code(s) 238910** with the certified business description of **SITE CONTRACTOR, SPECIALIZING IN EXCAVATING, UTILITY WORK (SEWER, WATER, DRAIN, ELECTRIC), CONCRETE FLAT WORK AND GRANITE CURBING** and will remain listed in our certified business directory.

As a DBE, you must inform MassUCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, control requirements or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the owners of the firm before a person who is authorized by state law to administer oaths or of an un-sworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c).

To renew your firm's DBE certification and if it continues to meet the applicable criteria, on or before your firm's certification anniversary date of **June 9, 2024** and each year thereafter, please send the MassUCP the following documents:

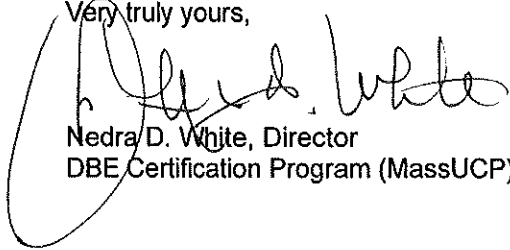
- (1) No Change Affidavit (**will be sent with reminder letter**)
- (2) A **signed** copy of your company's and all of its affiliates', U.S. Tax Returns including all schedules and attachments for the year(s) indicated.
- (3) A **signed** copy of your personal tax returns for year(s) indicated.
- (4) If a sole proprietor, **a signed** copy of your Schedule C. for year(s) indicated.
- (5) A **statement** of the **number only** of full- and part-time employees (including owner) for each year indicated.

If you have changed your company name or address, please notify Ms. Nedra D. White, in writing on the company's letterhead in order to update your state vendor file.

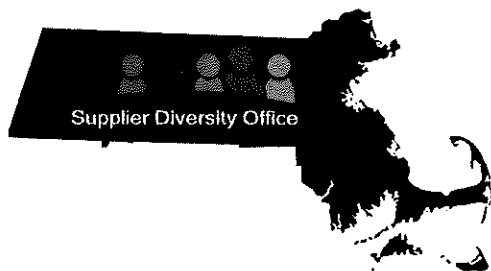
MassUCP reserves the right to monitor, perform random spot checks, re-evaluate the firm or revoke the firm's certification if it no longer meets the certification criteria.

During the period of your certification, if you have further questions regarding annual review, please contact Nedra D. White, Director, MassUCP at nedra.d.white@dot.state.ma.us or (857)368-8659.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nedra D. White", is written over a large, loopy circular mark.

Nedra D. White, Director
DBE Certification Program (MassUCP)



THE COMMONWEALTH OF MASSACHUSETTS

Executive Office for Administration and Finance

SUPPLIER DIVERSITY OFFICE

One Ashburton Place, Suite 1017

Boston, MA 02108-1552

Charles D. Baker

Governor

Karyn E. Polito

Lieutenant Governor

Michael J. Heffernan

Secretary

William M. McAvoy

Executive Director

May 27, 2021

Mrs. Carol Bernardo

MASS-WEST Construction, Inc.

50 West State Street, P.O. Box 889

Granby, MA 01033

Dear Mrs. Bernardo:

Congratulations! Your firm has been renewed as a Portuguese-owned business enterprise (PBE) with the Supplier Diversity Office ('SDO') under the business description of **SITE CONTRACTOR, SPECIALIZING IN EXCAVATING, UTILITY WORK (SEWER, WATER, DRAIN, ELECTRIC), CONCRETE FLAT WORK AND GRANITE CURBING**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a PBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

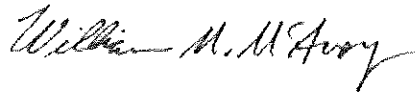
For more information on public contracting opportunities in the Commonwealth for Portuguese-owned firms, please review 425 CMR 2.00 and SDO policy at www.mass.gov/sdo.

Your firm's next renewal date is June 23, 2024. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at wsdo@state.ma.us.

Sincerely,

A handwritten signature in cursive script, reading "William M. McAvoy".

William M. McAvoy
Executive Director

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Laws a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and 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 contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll.

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

I,

John Welch Treasurer

(Name of signatory party)

(Title)

do hereby state:

That I understand and will pay or supervise the payment of the persons employed by

MASS-WEST Construction, Inc. on the Anniversary Hill Park Trail & Utility Corridor

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project **will be 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

Print Name

John Welch

Title

Treasurer

Date

October 10, 2023

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER (PLEASE PRINT)**

TAX CERTIFICATION FORM

CHAPTER 233 (SECTIONS 35 AND 36) of the ACTS AND RESOLVES OF 1983, enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty, that he/she is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, YOU MUST SIGN THE FORM BELOW AND RETURN IT WITH YOUR BID OFFER, ANY PERSON FAILING TO SIGN THE ATTESTATION CLAUSE SHALL NOT BE ALLOWED TO OBTAIN, RENEW OR EXTEND A LICENSE, PERMIT OR CONTRACT.

PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED UNDER THE LAW.

FURTHERMORE, I HAVE NO OUTSTANDING OR LATE CITY TAXES.

MASS-WEST Construction, Inc.

COMPANY NAME

54-2169697

FEDERAL IDENTIFICATION/
SOCIAL SECURITY NUMBER

50 West State St.

ADDRESS

Granby

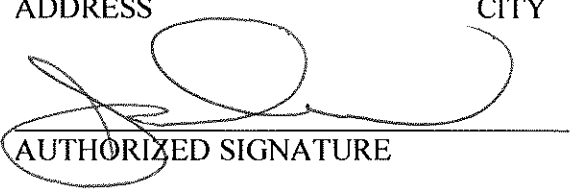
CITY

MA

STATE

01033

ZIP


AUTHORIZED SIGNATURE

Treasurer

TITLE

John Welch

PRINT NAME-AUTHORIZED SIGNER

October 10, 2023

DATE SIGNED

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER (PLEASE PRINT)**

LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to all relevant Massachusetts General Laws.


SIGNATURE OF AUTHORIZED PERSON SIGNING PROPOSAL

John Welch

PRINT NAME

MASS-WEST Construction, Inc.

NAME OF BUSINESS

54-2169697

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

(413) 467-7711

PHONE NUMBER

10/10/2023

DATE

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

OSHA TRAINING CERTIFICATION FOR CONTRACTORS

The City of Holyoke will comply with the amended M.G.L Chapter 30 section 39s: Contracts for Construction: Requirements as follows.

The City of Holyoke in all bids and contracts that fall under the application of this law, as amended, will require bidders and or/contractors to comply with the requirements of certifying that they and their employees have complied with M.G.L Chapter 30 section 39s. This law requires successful completion of a 10-hour OSHA safety training course prior to working on the Cities worksite or in the work subject to the bid or contract.

The City will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however the City may at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using a sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting language of the law, as amended, and that they are accepting responsibilities to comply with the law for the full term of the work.

The City of Holyoke will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the City documentation must be provided that each employee on the payroll documents submitted to the City has successfully completed the OSHA training.

Any employee whose name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a work site subject to this section without documentation of successful completion of a course in construction safety and health approved by OSHA that is at least 10 hours in duration shall be subject to immediate removal.

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE COMPLETED AND RETURNED
WITH YOUR BID OFFER (PLEASE PRINT)**

CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

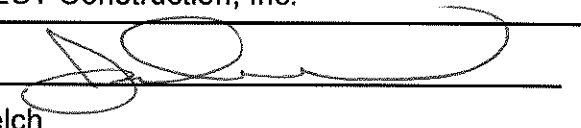
(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational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

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: MASS-WEST Construction, Inc.

Authorized Signature: 

Print Name: John Welch

Title: Treasurer

Date: October 10, 2023

Telephone: (413) 467-7711

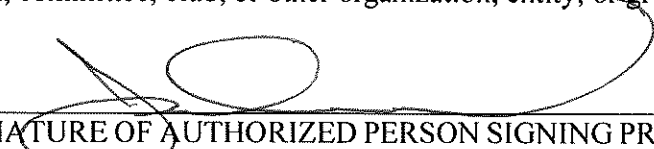
Fax: (413) 467-7733

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER *(PLEASE PRINT)***

CERTIFICATE OF NON-COLLUSION FORM

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



SIGNATURE OF AUTHORIZED PERSON SIGNING PROPOSAL

John Welch

PRINT NAME

MASS-WEST Construction, Inc.

NAME OF BUSINESS

54-2169697

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

(413) 467-7711

PHONE NUMBER

10/10/2023

DATE

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #15
Holyoke, MA 01040-5078
(413)-322-5650

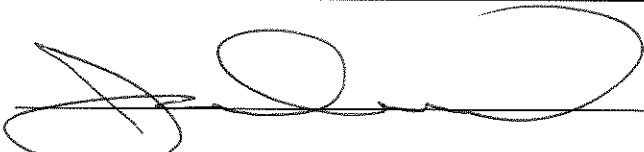
**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER *(PLEASE PRINT)***

DEBARMENT DISCLOSURE FORM

The said undersigned certifies under the pains and penalties of perjury that the said undersigned is not presently debarred from doing public construction work or from contracting or subcontracting with the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the Massachusetts General Laws, or any Rule or Regulation promulgated hereunder, nor is the said undersigned presently debarred from entering into contracts for the furnishing of supplies or services to any public agency, and/or any Federal Regulations.

NAME OF BIDDER: MASS-WEST Construction, Inc.

BY:


John Welch, Treasurer

PLEASE PRINT NAME & TITLE OF AUTHORIZED
PERSON SIGNING

50 West State Street

ADDRESS

Granby, MA 01033

CITY, STATE, ZIP CODE

(413) 467-7711

PHONE NUMBER

October 10, 2023

DATE



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Flandaca, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



MASS-WEST CONSTRUCTION INC
PO BOX 889
GRANBY, MA 01033-0889

August 30, 2023

Prequalification Certificate No M204-16

Dear Contractor:

In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Bridge - Culverts	\$1,250,000.00	Demolition	\$2,040,000.00
Drainage	\$2,400,000.00	Highway - Bike Paths	\$3,950,000.00
Highway - Construction	\$3,950,000.00	Highway - Sidewalk And Curbing	\$3,950,000.00
Recreation Facilities	\$2,770,000.00	Sewer and Water	\$2,140,000.00

Bonding Capacity \$15,000,000.00

Bond Single Limit \$7,500,000.00

Expiration Date 8/31/2024

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until August 31, 2024 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at prequal.r109@dot.state.ma.us.

Sincerely,

THE PREQUALIFICATION COMMITTEE

Theresa Young

Digitally signed by Theresa
Young
Date: 2023.08.30 14:27:40 -04'00'

Office of Construction Prequalification

CERTIFICATE OF VOTE

I, Artur Dias, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of MASS-WEST Construction, Inc. and I further certify
(Name of Corporation)

that a meeting of the Directors of said Company, duly called and held on

1/3/2023, at which all Directors were present and voting, the following
vote was unanimously passed:

VOTED: To authorize and empower

John Welch Treasurer

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on
behalf of the Corporation.

I Further certify that the above vote is still in effect and has not been changed or
modified in any respect.

By: Artur Dias
(Secretary of Corporation)

A True Copy:

Attest: Carol D. Bernardo
(Notary Public) Carol D. Bernardo

My Commission Expires: 5/12/2028
(Date)

 **CAROL D. BERNARDO**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 12, 2028



50 West State Street
 Granby, MA 01033
 Phone: (413) 467-7711
 Fax: (413) 467-7733
 Email: masswest@masswestinc.com

PROJECT REFERENCES: 2023

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
LPVEC Parking Lot West Springfield, MA	\$ 369,000.00	Pouline Construction Contact: Jonathan Poulin Ph: (978) 422-3399		August, 2023
James Street Transmission Main Chicopee, MA	\$ 1,672,725.00	City of Chicopee Contact: Elizabeth Batista Ph: (413) 594-3420	Mott MacDonald Contact: Daniel Dinis Ph: (413) 315-2057	September, 2023
Hryniewicz Park Palmer	\$ 184,000.00	Town of Palmer Contact: John Latour	Berkshire Design Group Contact: Jeff Squire Ph: (413) 582-7000	July, 2023
Shady Knoll Drive Outfall Improvement Longmeadow, MA	\$ 85,145.00	Town of Longmeadow Contact: Timothy Keane Ph: (413) 567-3400		September, 2023
2023 Safety Improvements - Various Locations Chicopee, MA	\$ 476,521.00	City of Chicopee Contact: Chris Chaban Ph: (413) 594-3420		September, 2023
Improvements to Greenleaf Park Springfield, MA	\$ 1,393,000.00	City of Springfield Contact: William Cahillane Ph: (413) 787-6445	GZA, Inc. Contact: Anja Duffy Ph: (413) 726-2100	June, 2024

PROJECT REFERENCES: 2022

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Fire Rescue Headquarters Parking Lot Expansion Northampton, MA	\$ 501,690.00	City of Northampton Contact: Patrick McCarthy Ph: (413) 587-1020	Tighe & Bond Contact: Alex Fagnand Ph: (413) 875-1620	October, 2022
2022 Safety Improvements - Various Locations Chicopee, MA	\$ 225,903.00	City of Chicopee Contact: Chris Chaban Ph: (413) 594-3416		July, 2022
2022 Complete Streets Northfield, MA	\$ 397,319.00	Town of Northfield Contact: Thomas Walker Ph: (413) 498-5117		July, 2022
Quabbin Administration Complex, Water Supply Belchertown, MA	\$ 473,000.00	MA Water Resources Contact: Thomas Gentile Ph: (617) 788-2506		June, 2023
Totman Steam & Condensate Line Replacement UMASS, Amherst	\$ 241,746.00	UMASS Amherst Contact: Thomas Fydenkevez Ph: (413) 545-6444		August, 2022
Hangar 13: Install Hangar Doors Westover Air Reserve Base, Chicopee, MA	\$ 296,569.00	Poulin Construction Contact: Jonathan Poulin Ph: (978) 422-3399		October, 2022
Industrial Access Road Belchertown, MA	\$ 1,736,265.00	MassDevelopment Contact: Kendall Crawford Ph: (978) 784-2900	Fuss & O'Neil Contact: Paul Fleming Ph: (800) 286-2469	September, 2023
2022 Road Reconstruction - Various Locations Chicopee, MA	\$ 260,220.00	City of Chicopee Contact: Chris Chaban Ph: (413) 594-3416		December, 2022



50 West State Street
 Granby, MA 01033
 Phone: (413) 467-7711
 Fax: (413) 467-7733
 Email: masswest@masswestinc.com

PROJECT REFERENCES: 2021

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Amazon Off Site Parking Lot Holyoke, MA	\$ 1,302,202.00	NPSG Development, LLC Contact: Heath Meadows Ph: 678-622-7635		February, 2022
Mount Holyoke College Ham & MacGregor Hall South Hadley, MA	\$ 483,126.00	Cutler Associates, Inc. Contact: Mark Condon Ph: 508-767-2913		August, 2021
Grammar School Playground Conway, MA	\$ 161,479.00	Town of Conway	Berkshire Design Group Contact: Michael Liu (413) 582-7000	August, 2021
Roundhouse Parking Lot Improvements Northampton, MA	\$ 751,197.00	City of Northampton	Tighe & Bond Contact: Alex Fagnand (413) 875-1620	April, 2022
Pondside Road Reclaiming & Culvert Replacement Longmeadow, MA	\$ 591,452.00	Town of Longmeadow Contact: Timothy Keane Ph: 413-567-3400		December, 2021
Turner Park Dam Improvements Longmeadow, MA	\$ 57,000.00	Town of Longmeadow Contact: Timothy Keane Ph: 413-567-3400		December, 2021



50 West State Street
Granby, MA 01033
Phone: (413) 467-7711
Fax: (413) 467-7733
Email: masswest@masswestinc.com

PROJECT REFERENCES: 2020

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Patton Street Sidewalk Improvements Devens, MA	\$ 416,545.00	MassDevelopment Contact: John Marc-Aurele Ph: 978-784-2926		June, 2020
Birnie Ave/Piper Rd Area Sewer Expansion West Springfield, MA	\$ 5,537,086.00	Town of West Springfield Contact: Connor Knightly Ph: 413-263-3249	Mott MacDonald Contact: Daniel Dinis Ph: 413-315-2057	September, 2021
Birnie Ave Culvert Repair West Springfield, MA	\$ 695,715.00	Town of West Springfield Contact: James Czach Ph: 263-3244	Alfred Benesh & Company Contact: William Walter	April, 2021
Hangar 13 Chicopee, MA	\$ 50,690.00	Poulin Construction Contact: Jon Poulin Ph: 978-422-3399		July, 2020



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PROJECT REFERENCES: 2019

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Plunkett Street Waterline & Sidewalk Project Pittsfield, MA	\$ 113,372.00	City of Pittsfield Contact: Ricardo Morales Ph: 413-448-9768		June, 2019
Gordon & Deming Site Development Pittsfield, MA	\$ 384,345.00	City of Pittsfield Contact: Ccleen Hunter Ph: 413-499-9470	White Engineering Contact: Brent White Ph: 413-443-8011	October, 2019
West Mountain Road Water Main Replacement Lenox, MA	\$ 561,054.00	Town of Lenox	Foresight Land Services Contact: Earl Mcfarr Ph: 413-499-1560	July, 2019
Parking Lot 43 - Totman Reconstruction UMASS, Amherst, MA	\$ 338,394.00	UMASS - Amherst Contact: Kim Bruschi Ph: 413-545-9666	VHB Contact: Michael Petrin Ph: 413-747-7113	August, 2019
Bilthwood Park Parking Lot Reconstruction Worcester, MA	\$ 317,042.00	City of Worcester Contact: Cesar Valiente Ph: 508-799-1190	Ray Dunetz Landscape Contact: Ray Dunetz Ph: 617-524-6265	October, 2019
Intersection Improvements to Union Street Westfield, MA	\$ 483,450.00	City of Westfield Contact: Jeremy Cigal Ph: 413-642-9331	McMahon Associates Contact: Paul Furgal Ph: 413-875-8855	June, 2020
Barnes Airport Runway 2-20 Drainage Improvements Westfield, MA	\$ 280,324.00	J.L. Raymaakers Contact: Dan Kaminski Ph: 413-562-0601		November, 2019
Hadwen Park Improvements, Phase 2 Worcester, MA	\$ 738,721.00	City of Worcester Contact: Cesar Valiente Ph: 508-799-1190	Beals & Thomas, Inc. Ph: 508-366-0560	May, 2020



50 W. State Street
 Granby, MA 01033
 Phone: (413) 467-7711
 Fax: (413) 467-7733
 Email: masswest@masswestinc.com

PROJECT REFERENCES: 2018

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Hasbrouck Utility Corridor Upgrade UMASS, Amherst, MA	\$ 5,498,216.00	UMASS - Amherst Contact: Kim Bruschi Ph: 413-545-9666	Stantec Consulting Contact: Garry McCarthy Ph: 978-577-1408	May 2019
John L. Sullivan & Central Street Apartments Site Improvements, Springfield, MA	\$ 452,886.00	Springfield Housing Authority Contact: Naomi DeChristopher Ph: 413-785-1478	Waterfield Design Group Contact: Jacob Murray Ph: 781-756-0001	September 2018
Big Y, Store 13 Longmeadow, MA	\$ 151,126.00	C.E. Floyd Company Contact: Craig Johnson Ph: 860-635-7111		October, 2018
Town Office Drainage Improvements Stockbridge, MA	\$ 434,006.00	Town of Stockbridge	Foresight Land Services Contact: Earl Moffatt Ph: 413-489-1560	May 2019
CDBG 2018 Park Project Holyoke, MA	\$ 494,126.00	Town of Holyoke Contact: Michael McManus Ph: 413-322-5645		June 2019

PROJECT REFERENCES: 2017

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Fuessenich Park Plaza Improvements Torrington, CT	\$ 357,983.00	City of Torrington Contact: J. Brett Simmons Ph: 860-489-2385	Milone & MacBroom, Inc. Contact: Kevin Fuselier Ph: 203-271-1773	June-17
Drainage Improvements and Related Work Agawam, Chicopee, Holyoke & W. Springfield, MA	\$ 895,749.00	MassDOT Contact: Frank Kucharski Ph: 878-368-4636		June-18
Conant Brook Dam Access Road Monson, MA	\$ 51,683.00	US Army Corp of Engineers Contact: Fred Pike Ph: 978-318-8392		October-17
STCC Exit Road/Water Main Improvements Springfield, MA	\$ 1,175,074.00	STCC Contact: Al Delude Ph: 413-455-4636		September-17
Glodis Field Improvements Worcester, MA	\$ 2,140,654.00	City of Worcester Contact: Bill Richard Ph: 508-365-8022		November-17
Center City Plaza Holyoke, MA	\$ 256,207.00	City of Holyoke	Milone & MacBroom, Inc. Contact: John Hammer Ph: 413-241-6920	July-18
River to Rail Accessible Trail South Hadley, MA	\$ 82,198.00	Town of South Hadley Contact: Ann Capra Ph: 413-538-5017		May-18
USARC Parking Lot Ayer, MA	\$ 659,548.00	R.S. Electrical Services, Inc. Contact: Jeff Herz Ph: 978-54-0521		September-18
Scuderl Power Holyoke, MA	\$ 263,924.00	Lapinski Electric, Inc. Contact: Christopher Lapinski Ph: 413-255-0079		April-18

PROJECT REFERENCES: 2016

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Site Improvements at Howe Village Spencer, MA	\$ 1,039,127.00	Spencer Housing Authority Contact: Charlene A. Kaiser Ph: (508) 885-3504	GCG Associates Inc. Contact: Mike Carter Ph: (978) 657-9714	September-16
Verizon Wireless Sidewalks West Springfield, MA	\$ 38,000.00	C/Jack Realty Assoc Contact: Christopher Ciejak Ph: (413) 739-0670		June-16
Elm College Parking Improvements, Phase 2 Chicopee, MA	\$ 367,019.00	Elm College Contact: Michael Sullivan Ph: (413) 265-2520	CHA Contact: Kelly Killeen Ph: (781) 982-5400	August-16
Landfill Solar Project Agawam, MA	\$ 334,129.00	Conti Enterprises, Inc. Contact: Frank Romaine Ph: (508) 983-2520	Tigre & Bond	September-16
Hampshire College Solar Array Hadley/Amherst, MA	\$ 755,562.00	SolarCity Contact: Dylan Venell Ph: (978) 995-6665		April-17
Gunnery Sgt. Thomas J. Sullivan Park Springfield, MA	\$ 561,171.00	City of Springfield Contact: Thec G. Theccles Ph: (413) 784-4898	GZA GeoEnvironmental Contact: Anja Duffy Ph: (413) 726-2121	May 2017
Pulaski Park, Phase 2 Northampton, MA	\$ 1,125,756.00	City of Northampton Contact: David Veleta Ph: (413) 587-1570	Stephen Stimson Assoc. Contact: Garrett Stone Ph: (978) 464-5200	May, 2017
Worcester USARC Vault Pad Worcester, MA	\$ 44,667.00	KMK Construction, Inc. Contact: George Remick Ph: (207) 439-3569		September-16

PROJECT REFERENCES: 2015

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Concrete Vault Pads Ayer, MA	\$ 36,856.00	KMK Construction, Inc. Contact: George Remick Ph: 207-439-3569		July-15
Smith Branch Road Embankment Stabilization Ashfield, MA	\$ 368,550.00	Franklin County Redevelopment Contact: Bruce Hunter Ph: 413-863-9781 ext 133	Tighe & Bond Contact: Michael Petrin Ph: 413-572-3204	October-15
Crestview Cir/Berwick Rd Drainage Longmeadow, MA	\$ 287,030.00	Town of Longmeadow Contact: Yem Lip Ph: 413-567-3400		October-15
Balliet Park Renovations Springfield, MA	\$ 483,377.00	City of Springfield Contact: Theo Theocles Ph: 413-784-4898	Milcre & MacBroom Contact: John Hammer Ph: 413-241-6920	June-16
Elm College Parking Improvements Chicopee, MA	\$ 190,034.00	Elm College	CHA Companies Contact: Kelley Killeen Ph: 860-257-4557	August-15
Elm Park Phase 4 - South Mere Worcester, MA	\$ 777,666.00	City of Worcester Contact: Cesar Valiente Ph: 508-799-1190		June-16
Lot 65 Bowditch & Thayer UMASS, Amherst	\$ 460,522.00	UMASS - Amherst Contact: Sara Northrup Ph: 413-545-4857	VHB, Inc. Richard Whitehouse Ph: 508-752-1001	December-15
Leadmine Brook Bridge Repairs Thomaston, CT	\$ 53,000.00	City Enterprise, Inc. Contact: Jason Lee Ph: 413-726-9549		December-15
Town Beach Improvements Richmond, MA	\$ 120,874.00	Town of Richmond Contact: Bruce Garlow Ph: 413-698-3355		July-16
Landscape Improvement Project Easthampton, MA	\$ 833,183.00	City of Easthampton	R Levesque Associates Contact: Rob Levesque Ph: 413-568-0985	May-16

PROJECT REFERENCES: 2014

Project	Contract Amount	General Contractor/Owner	Engineer	Completion Date
Downtown Safety & Parking Improvements Conway, MA	\$ 1,149,749.00	Town of Conway Contact: Rick Bean Ph: 413-369-4235 Ext. 3	Weston & Sampson Contact: Dan Lawrence Ph: 860-513-1473	October-14
Mittineague Park Improvements West Springfield, MA	\$ 499,209.00	City of West Springfield Contact: Victoria Connor Ph: 413-263-3284	Berkshire Design Group Contact: Peter Wells Ph: 413-582-7000	June-15
New French Parking Lot UMASS, Amherst, MA	\$ 348,062.00	UMASS - Amherst Contact: Sara E. Northrup Ph: 413-545-4857	Stantec Contact: Garry McCarthy Ph: 978-577-1427	December-14
USARC Water Main Break Repair Danvers, MA	\$ 119,652.00	KMK Construction, Inc. Contact: Anthony Messina Ph: 207-439-3569		November-14
Devens Parking Lot Devens, MA	\$ 285,356.00	CMGC Building Corp Contact: Frank Swanson Ph: 603-629-9992		December-14
Hop Brook Lake Culvert Repairs Middlebury, CT	\$ 62,700.00	City Enterprises, Inc. Contact: Jason Lee Ph: 413-726-9549		November-14
Tillson Substation Duct Banks UMASS, Amherst, MA	\$ 4,617,076.00	UMASS - Amherst Contact: Kim Bruschi Ph: 413-545-9666	CHA Companies Contact: Kelley Killeen Ph: 860-257-4557	June-15

MASS-WEST Construction, Inc.

Vehicle List	EQUIPMENT NUMBER
Volkswagon Atlas - 2019	1
GMC Sierra - 2016	2
GMC Sierra Utility - 2016	3
GMC Sierra 2008 - White	6
Ford F150 Pickup - 2007	7
Ford F-350 Utility Pickup 2009	8
Chevy Silverado - 2018	10
Ford F350 - 2018	11
Kenworth T800 Dumptruck - 2009	21
GMC Mechanic Box Truck 2005	23
Mack Granite 10 Wheel Dump Truck- 2009	24
Ford F750 Dump - 2015	25
Kenworth T880 Dumptruck - 2019	26
Kenworth T880 Dumptruck - 2020	27
Equipment List	
Airman 185 Air Compressor	50
Office Trailer	53
Office Trailer	54
Storage Trailer	55
Atlas Copco Air Compressor	59
Rogers Trailer - 2014	60
Wacker PT6LT 6" Trash Pump	61
Wacker G26 Generator	62
PJ Deckover Trailer - 2016	63
Hydroseeder	64
CAM Superline Trailer - 2019	65
Volvo Hydraulic Excavator EX360BLC - 2005	103
Dynapac CA150D Vibratory Soil Compactor	104
Volvo EEC290BLC - 2006	105
John Deere 624J 4WD Loader - 2006	108
Volvo EC 55B Excavator - 2007	109
Powertrack 1400 (Powerscreen)	110
Kawasaki Mule - 2008 - Utility Vehicle	115
Moxy MT31 6 x 6 Haul truck 2007	116
T 190 Bobcat Compact Track Loader - 2009	117
Komatsu W320 Loader 2009	118
Volvo DD22 Roller - 2008	119
Zenitas - 2010	120
Pucket Paver 550 - 1997	121
Volvo EW230B Excavator - 2012	122
CAT 259B3 Loader - 2013	123
CAT D3K2 Dozer - 2014	124
Volvo EC250DL Excavator - 2014	125
CAT 259D Multi Terrain Loader - 2017	126
CAT 304CCR Hydraulic Excavator	127
CAT308ECR Hydraulic Excavator - 2017	128
CAT308ECR Hydraulic Excavator - 2014	129
Volvo ECR145EL Excavator - 2018	130
CAT259D3 Compact Track Loader - 2021	131

IFB Documents

IFB # 2024 – 10C

September 20, 2023

Anniversary Hill Park Trail and Utility Corridor

CITY OF HOLYOKE, MASSACHUSETTS

Department of Conservation and Sustainability
Yoni Glogower, Director

FORMS AND DOCUMENTS INCLUDED IN THIS PACKAGE

PROCUREMENT REQUIREMENTS

Invitation to Bid
Instruction to Bidders
Bid Proposal
Bid Bond
Corporate Affidavit Form
Wage Certification Form
Tax Certification Form
Labor Harmony and OSHA Training
OSHA Training Certification Form
Certificate of Non-Collusion Form
Debarment Disclosure Form
MassDOT Prequalification Form

CONTRACT DOCUMENTS

Owner-Contractor Agreement (DRAFT)
General Conditions of the Contract
Sample Insurance Certificate

MA PREVAILING WAGES

Statement of Compliance
Wage Rates

TECHNICAL SPECIFICATIONS

01000 GENERAL REQUIREMENTS
01010 SUMMARY
01200 PROJECT COORDINATION AND MEETINGS
01300 SUBMITTALS
01563 TEMPORARY TREE & PLANT PROTECTION
02050 EROSION AND SEDIMENTATION CONTROLS
02100 SITE PREPARATION AND DEMOLITION
02110 CLEARING, GRUBBING AND STRIPPING
02200 EARTHWORK
02500 PAVING AND SURFACING
02650 UTILITY CONDUITS
02720 DRAINAGE
02800 SITE IMPROVEMENTS
02670 LANDSCAPE WORK

DRAWINGS

EX-1 EXISTING CONDITIONS PLAN
C-1 OVERALL SITE IMPROVEMENTS PLAN

C-2	SITE PREPARATION, DEMOLITION, EROSION & SEDIMENT CONTROL PLAN
C-3	EROSION & SEDIMENT CONTROL NOTES AND DETAILS
C-4	LAYOUT PLAN NO. 1
C-5	LAYOUT PLAN NO. 2
C-6	GRADING AND UTILITY PLAN NO. 1
C-7	GRADING AND UTILITY PLAN NO. 2
C-8	SITE DETAILS NO. 1
C-9	SITE DETAILS NO. 2
L-1	LANDSCAPE PLAN NO. 1
L-2	LANDSCAPE PLAN NO. 2

IFB # 2024-10C
September 20, 2023

Anniversary Hill Park Trail and Utility Corridor

PROCUREMENT REQUIREMENTS

INVITATION TO BID

No. 2024-10C

The City of Holyoke invites written proposals from qualified individuals or firms for the construction of site improvements to Anniversary Hill Park.

Bidding procedures shall be in accordance with the provisions of M.G.L. Chapter 30, Section 39 M, as amended and Chapter 149, Sections 26-27B inclusive and Section 44A-44I inclusive.

Only eligible and responsible sealed bids on this project shall be received by the Awarding Authority from qualified Bidders submitted on forms furnished by the Awarding Authority and clearly identified on the outside of the bid with the name and address of the bidder, and the name and Bid Number of the project, and submitted to:

City of Holyoke - Purchasing Department
City Hall, Room 3
536 Dwight Street
Holyoke, MA 01040

And received no later than the times set forth below, when they will forthwith be publicly opened and read aloud at this location.

Sealed bids addressed as referenced above will be received until **2:00 PM, on October 10, 2023.**

Please provide 2 copies of your submission. One that includes your price proposal, bid deposit, required City & Federal forms and one that includes your price proposal and required City & Federal forms.

All bids may be mailed or hand-delivered to the above specified receiving address prior to the time specified above, in accordance with the procedures set forth in the INSTRUCTIONS TO BIDDERS.

Every Bid shall be accompanied by a bid deposit, in an amount not less than five percent (5%) of the bid amount, in the form of a bid bond; or a certified check; or a treasurer's check; or by cashier's check issued by a responsible bank or trust company, made payable to the City of Holyoke.

Beginning at 10 AM on **September 20, 2023**, all project documents will be distributed and supplied by the City of Holyoke Purchasing Office in electronic format only. Submit requests for documents to Jaime Morrow (morrowj@holyoke.org) between the hours of 8:30 AM and 4:30 PM. Requests shall include firm name and address, contact name and title, email address, and telephone number and fax number.

Plans and specifications may be viewed at the City of Holyoke's Purchasing Department City Hall, 536 Dwight Street, Room 15, Holyoke, MA 01040. Please call 413-322-5650 for information. Copies of the BID PROPOSAL form are available at no cost at the above-named location.

Bidders must be pre-qualified by the Massachusetts Dept. of Transportation (MassDOT) Highway Division in the **Highway Construction-Bike Paths** category. An award will not be made to a Contractor who is not pre-qualified by MassDOT Highway Division prior to the opening of proposals.

Each bidder is advised to visit the site for the proposed work, become fully acquainted with conditions as they exist, and thoroughly examine the Contract Documents. Failure of any bidder to visit the site and to examine the Contract Documents shall in no way relieve the bidder from any obligation with regard to the bid as submitted. Arrangements for site visitation, during the bidding period, may be made in the manner set forth in the INSTRUCTIONS TO BIDDERS.

The Successful Bidder will be required to provide a labor and materials payment bond, issued by a company authorized to do business in Massachusetts and satisfactory to the Awarding Authority. The Payment Bonds shall be in the amount of 50% of the Contract Amount.

The minimum wages to be paid for all labor on the project are established in a schedule issued by the Department of Labor and Workforce Development, in accordance with Section 26A - 27D, or Chapter 149 of the M.G.L., as amended, said schedule being made a part of the Contract and the U.S. Department of Labor in accordance with the Davis-Bacon and Related Acts. Said schedule(s) are included in the bid package and the contractor will be responsible for paying the higher of the two rates.

It is the responsibility of the Contractor, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract. Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 64H, Section 6 (f).

The successful Bidder must agree to commence work upon receipt of Notice to Proceed and to cause all work of this contract to reach Final Completion by June 15, 2024.

In case that the work of this Contract is not certified by the Owner to be Complete, as defined in the GENERAL CONDITIONS, within the time established therefore, it shall be agreed and understood that the Owner may deduct from sums otherwise due and payable under the Contract, the amount of Five Hundred (\$500.00) for each calendar day after which Completion date, or authorized extension thereof, was required, up to and including the date that Completion of the Contract is certified by the Architect. This provision shall apply, not as a penalty, but as liquidated damages.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Awarding Authority reserves the right to reject any or all bids, and/ or waive any informality, if it is deemed to be in the public interest so to do.

The City of Holyoke is an affirmative action/equal opportunity employer and encourages participation from certified minority and women-owned businesses.

This project is being funded in part or in whole with Federal funds. Respondents will be verified for eligibility to receive federal funds and MUST comply with all Federal requirements including Part 200.

Jaime Morrow, MCPPO
Interim Chief Procurement Officer
City of Holyoke
536 Dwight Street
Holyoke, Massachusetts 01040

Date: **September 20, 2023**

INSTRUCTION TO BIDDERS

1.1 BIDDERS REPRESENTATION

- A. Each Bidder (called the "Bidder"), by making a Bid (called "Bid") represents that:
 - 1. The Bidder has read and understands the Contract Documents and the Bid is made in accordance therewith.
 - 2. The Bidder has visited the site and is familiar with the local conditions under which the work has to be performed.
- B. Failure to examine the entire and complete Contract Documents, Project Manual, Drawings, and Addenda and site will not relieve Bidder from any obligation under the Bid as submitted.

1.2 PREPARATION OF BIDS

- A. Bidding procedures shall be in accordance with the provisions of Massachusetts General Laws (Ter. Ed.) M.G.L. Chapter 30, Section 39 M, inclusive, as amended. Said statutes are hereby made a part of these INSTRUCTIONS TO BIDDERS to the same extent as though herein reproduced in full. In the event of any inconsistency between the provisions of these Contract Documents and any of the cited statutes, anything herein to the contrary notwithstanding, the provisions of said statutes shall govern.

1.3 ADDENDA AND INTERPRETATION

- A. No interpretation of the meaning of the Contract Documents will be given orally to any bidder. Every request for such interpretation shall be made in writing, addressed to Jaime Morrow, Interim Chief Procurement Officer, morrowj@holyoke.org, and to be given consideration, must be received at the not later than 12:00 noon, five (5) calendar days (Saturdays, Sundays, and legal holidays excluded) prior to the date fixed for opening of Bids. Any and all such interpretations and any supplemental instructions pertaining to Bidders, will be in the form of written addenda to the Contract Documents, which, if issued, will be sent electronically, to all persons on record as having received a complete set of Contract Documents (at the respective addresses furnished for such purposes), or by fax.
- B. Failure of any bidder to receive any such addenda shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. At the time of opening of bids, each bidder will be presumed to have inspected the site, and to have read, and be thoroughly familiar with, the Contract Documents (including all addenda thereto). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

1.4 FORM AND AMOUNT OF BID DEPOSIT (NONE)

1.5 REQUIREMENTS FOR FOREIGN CORPORATIONS

- A. The attention of all bidders is directed to the provisions of G.L. Chapter 30, Section 39L, added by Chapter 446 of the Acts of 1963, which provides that the Awarding Authority may not enter a Contract for construction work, and may not approve as a Subcontractor furnishing labor and materials for a part of any such work, with a foreign corporation which has not complied with the registration requirements of Sections 3 and 5 of Chapter 181 of the General Laws. The term 'foreign corporation' means a corporation not incorporated under the laws of the Commonwealth of Massachusetts.

1.6 SUBMISSION OF BIDS

- A. Each Bid shall be submitted on the respective BID FORM furnished by the Awarding Authority. No other form of bid will be accepted. The form contained in the bound Contract Documents may be copied. All spaces shall be filled in, in ink or typewritten, in words and figures. Use figures alone only where no space is provided for words. All bids must be signed by the Bidder. The executed BID FORM, including the specified bid deposit, shall be enclosed in a sealed envelope with the following plainly marked on the outside:

Bid for:

Anniversary Hill Park Trail and Utility Corridor
Bid No. 2024-10C
Holyoke, Massachusetts
(and the firm name and address of the bidder).

If the bid is mailed, the bidder shall enclose his sealed bid in an outer envelope, addressed as follows:

FROM: (Bidder's name and business address)

Anniversary Hill Park Trail and Utility Corridor
Bid No. 2024-10C
Holyoke, Massachusetts

TO: City of Holyoke, Attn:
Jaime Morrow, Chief
Procurement Officer
Purchasing Department
City Hall
536 Dwight Street, Room 3
Holyoke, MA 01040

- C. Hand deliveries of bids are encouraged. Bids received after the specified time will not be accepted or recognized. Note that the times of receipt will determine the acceptability of mailed bids regardless of the postmark.
- D. The Awarding Authority will not be held responsible for premature opening of bid envelopes which are not properly marked in accordance with the instructions set forth herein.
- E. If you are dropping off documents in person, please deliver on **October 10, 2023** between 10:30 AM-2:00 PM. To the Purchasing Office, 536 Dwight Street, Room 3, Holyoke, MA 01040 You will need to get a timestamp for your bid to be valid!.
- F. Please provide 2 copies of your submission. Both shall include your price proposal and required City & Federal forms.

1.7 BID MODIFICATIONS

- A. No modification of any bid will be considered by the Awarding Authority unless such modification is in writing, sealed, and received by the Awarding Authority prior to the times respectively established herein for the receipt of Bids.

1.8 WITHDRAWAL OF BIDS

- A. A bid may be withdrawn by written or telegraphic request subsequently confirmed in writing, provided that such request is received prior to the times respectively established herein for receipt of Bids. The awarding Authority will not be responsible, however, for the timely receipt of any request for withdrawal in ample time for delivery before the bid opening hour.

1.9 PAYMENT OF PREVAILING WAGES

- A. Attention is called to the minimum wage rates required to be paid for all labor on this project. Wage rates are established in schedules issued by the Department of Labor and Workforce Development, in accordance with Section 26A - 27D, or Chapter 149 of the M.G.L., as amended and the U.S. Department of Labor in accordance with the Davis-Bacon and Related Acts. Said schedule(s) are included in the bid package and the contractor will be responsible for paying the higher of the two rates.
- B. Each Bid must include the Bidder's certification regarding payment of prevailing wage rates, as set forth in the FORM FOR BID.

1.10 RIGHT TO REJECT BIDS RECEIVED

- A. The Awarding Authority reserves the right to reject any and all Bids if it is in the public interest so to do.

1.11 PRE-BID CONFERENCE

- A. A pre-bid site visit will be held at the cul-de-sac adjacent to 4 Overlook Drive in Holyoke, MA on September 26, 2023, at 10:00 a.m.

1.12 METHOD OF AWARD

- A. The Contract will be awarded to the lowest responsible and eligible Bidder on the basis of the proposed Contract Price, or on the basis of an Alternate proposed Contract Price if the Awarding Authority in its sole discretion decides to award on the basis of such Alternate.

1.13 QUALIFICATIONS

- A. Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- B. Bidders may be investigated by the City to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of the City's request, written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in

the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure the City that the Work will be completed in accordance with the terms of the Agreement. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

- C. Bidders must be pre-qualified by the Massachusetts Dept. of Transportation (MassDOT) Highway Division in the **Highway Construction-Bike Paths** category. An award will not be made to a Contractor who is not pre-qualified by MassDOT Highway Division prior to the opening of proposals.

1.14 EXECUTION OF CONTRACT AND SECURITY FOR FAITHFUL PERFORMANCE

- A. The Bidder who is selected as Contractor shall promptly, after presentation thereof, in accordance with the general bid; and furnish with the executed Contract a Labor and Materials Payment Bond, of which shall be in the sum of 50 percent (50%) of the Contract Price. If the Contractor is a partnership, the bond shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. The executed bond shall be accompanied by (a) appropriate acknowledgement of the representative parties; (b) appropriate certified copy of power-of-attorney or other certifications of authority where bond is executed by an agent, officer or representative of the Contractor or Surety; (c) a duly-certified extract from the by-laws or resolutions of the Surety under which power-of-attorney or other certificate of authority of its agent, officer or representative was issued; and (d) a duly certified copy of the latest published financial statement of assets and liabilities of the Surety. Certificates of Insurance, required under the Contract Documents, shall be submitted with bond.

1.15 SALES TAX EXEMPTION

- A. All materials and items which will be incorporated into the project, and which will become the property of the Owner upon completion of said project, will be exempt from the Massachusetts Sales Tax, in accordance with, and subject to the provisions of, M.G.L. Chapter 64H, Section 6(f). The General Contractor shall obtain from the owner the Sales Tax Exemption Number, applicable for the project, and shall include said number when ordering materials for the project.

1.16 PERMITS

- A. The successful bidder shall be responsible for obtaining all permits required. All other permit and/or inspection fees that may be required by agencies are the responsibility of the contractor.

1.17 UTILITY BACK-CHARGES – NOT USED

1.18 PRE-CONSTRUCTION CONFERENCE

- A. A pre-construction conference will be held at the project shortly after the execution of the Contract, with authorized representatives of the City, Contractor and the Consultant in attendance, to discuss the scheduling of operations to be performed under the contract. The date of such conference will be established by the City.

1.19 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE OWNER; MEMBERS OF LOCAL GOVERNING BODY; OR OTHER PUBLIC OFFICIALS

- A. No member, officer or employee of the Owner, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, of the proceeds thereof, for work to be performed in connection with this

Contract.

1.20 TIME OF SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

- A. It is agreed that time is of the essence of this Contract. The successful Bidder must agree to commence work within sixty days (60) days of receipt of Notice to Proceed, and to cause all work of this contract to be completed by June 15, 2024.
- B. In case that the work of this contract is not certified by the City and/or Consultant for Substantial Completion, as defined in the GENERAL CONDITIONS, within the time established therefore, it shall be agreed and understood that the Owner may deduct from sums otherwise due and payable under the Contract, the amount of Five Hundred and 0/100 Dollars (\$500.00) for each calendar day after which Substantial Completion date, or authorized extension thereof, was required, up to and including the date that Substantial Completion of the Contract is certified by the Engineer. This provision shall apply, not as a penalty, but as liquidated damages.

1.21 INSURANCE

- A. The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the General Conditions and in such form as shall protect him performing work covered by this Contract, or the City of Holyoke and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract. The Contractor covenants and agrees to hold the City and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/ or property damage arising from, or in connection with operations under this Contract.

1.22 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY LAWS AND REGULATIONS

- A. City of Holyoke is an affirmative action/equal opportunity owner/purchaser. The Bidder's attention is directed to all applicable State Laws rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of a Bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the City to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

1.23 HEALTH AND PUBLIC SAFETY ACT NOTIFICATION

- A. All workers employed on the project must provide proof of completion of an "OSHA-10" Construction Safety Course, as required under Chapter 30, section 39S and Chapter 149, section 44E and section 44F of the Massachusetts General Laws. Proof of such completion shall consist of a photocopy of each employee's "OSHA-10" card which shall accompany the prevailing wage submittals.

1.24 FORMS REQUIRED AT CONTRACT APPROVAL

- A. On award, the Bidder shall complete the following forms to ensue prompt contract validation. These forms will be provided to the Contractor by the Owner. Submit three (3) originals of each.
 - 1. Owner/Contractor Agreements and Form of Corporate Vote.
 - 2. Form of Payment Bond must be submitted by the Contractor on the Owner's Form, in accordance with the General Conditions. The dates on the bond must coincide with the contract date, and a current Power-of-Attorney must be attached to the bond.
 - 3. Insurance Certificate for the Contractor is required and must be submitted in accordance with the General Conditions. General Contractors must indicate on Builders' Risk Insurance if Stored Materials is covered.

4. Form of Estimated Progress Payment Schedule is to be submitted at the time the Contractor submits its Contract Forms. This information is necessary to provide for prompt processing of payments.
5. Statement of Management on Internal Accounting Controls and a Statement prepared by a Certified Public Accountant expressing an opinion as to the state of Management Controls, as required by M.G. L. c.30, 39R.
 - a. This applies to General Contractors

END OF INSTRUCTION TO BIDDERS

GENERAL CONDITIONS OF THE CONTRACT

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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.

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

Architect: The architect identified as the Designer in Article 1 of the *Owner - Contractor Agreement*.

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

Awarding Authority: The City of Holyoke, Massachusetts.

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, s. 93 et seq., including all amendments thereto.

Certificate of Use and Occupancy: A certificate signed by the Designer and the Awarding Authority pursuant to the requirements of Article VI of these General Conditions of the Contract, indicating that the Awarding Authority has determined that (1) the Work has been completed in accordance with the Contract Documents, except for Punch List items, (2) certificates of inspection, testing and/or approval, operating permits for any mechanical apparatus which may be required to permit full use and occupancy of the Work by its intended users (which in a Subcontractor's case may include the Contractor) have been delivered to the Awarding Authority, (3) any applicable written warranties, operating instructions and related materials have been delivered to the Awarding Authority, and (4) the Work may be used for its intended purpose without substantial inconvenience or interference.

Change Order: (1) A written order not requiring the consent of the Contractor, signed by the Project Manager 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 Manager 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 5 of the *Owner - Contractor Agreement*.

Contract Documents: The documents listed in Article 5 of the *Owner - 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 *Owner - Contractor Agreement* which is the total sum owed to the Contractor for all of the Work.

Designer: The landscape architect or engineer identified as the Designer in Article 1 of the *Owner - Contractor Agreement*, subject to the provisions of Article III, Section 1 of these General Conditions of the Contract.

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

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.

Final Acceptance: The written determination by the Designer and 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 applicable Laws.

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, the Designer, 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, from which date the time of completion specified in Article 2 of the Owner - Contractor Agreement is measured.

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, s. 39M and the provisions of these General Conditions of the Contract.

Owner: The City of Holyoke.

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 Designer and 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 or by separate contractors.

Project Manager: 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, which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

Schedule of Values: The schedule Approved by the Awarding Authority 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) or space within any such building(s) 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 s. 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.

User Agency: The department, county, commission, board, agency or other instrumentality of the Commonwealth of Massachusetts or political subdivision thereof which operates or which will operate the facility at which the Work is undertaken or which comprises the completed Work.

Work: The Work defined in Article 1 of the Owner - 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.

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 *Supplementary General Conditions, or Specifications*.

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

1. Execution.

The execution of the Owner – 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 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.

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.

- A. All things that in the opinion of the Designer may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the Contractor. The Designer shall determine whether the detail Plans conform to the general Plans and Contract Documents, except as may be otherwise determined by the Awarding Authority.
- B. 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.
- C. 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.
- D. 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: Owner - Contractor Agreement
 - Third Priority: Special Conditions of the Specifications

Fourth Priority: General 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.

ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT

1. Designer.

Notwithstanding anything to the contrary expressed or implied in this Contract, any of the powers, rights, and duties of the Designer may be exercised by the Awarding Authority, provided that the Awarding Authority shall be under no obligation to do so. The Awarding Authority may rely on the Designer for the performance and exercise of its rights and obligations hereunder and shall be presumed to so rely on the Designer in the absence of an explicit written assumption by the Awarding Authority of any such rights and obligations, except that any Approval required to be obtained from the Awarding Authority hereunder shall not be valid without the signature of the Awarding Authority. The Awarding Authority may explicitly overrule in writing any action, determination or decision of the Designer should the Awarding Authority choose to do so, except to the extent that the same would violate applicable law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer 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. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, the Awarding Authority may appoint another person to act as Designer for the purposes of this Contract. The Awarding Authority shall give written notice to the Contractor of any such appointment.

2. Right of Access to Work.

The Awarding Authority and the Designer (and persons designated by them) 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 Awarding Authority 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 Awarding Authority with respect to their work shall be initially resolved by the Designer.

3 Inspection No Waiver.

No inspection by the Awarding Authority or the Designer or employees or agents of either of them, 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 Awarding Authority 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 Designer, and any other information provided by the Awarding Authority and shall at once report to the Designer 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 Designer any questions, errors, inconsistencies, or omissions.

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 materialmen 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.
- C. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor.
- D. The Contractor shall be responsible to the Awarding Authority for the acts and omissions of the Contractor's employees, agents and Subcontractors, and their agents

and respective employees, and other persons performing portions of the Work or supplying materials therefor.

- E. 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.
 - F. 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.
 - G. Unless otherwise required by the Supplementary General Conditions or the Plans and Specifications, or directed in writing by the Designer, 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 Awarding Authority shall bill the Contractor directly for such costs.
 - H. Work performed outside of regular Working Hours without the consent or knowledge of the Designer and/or the Awarding Authority shall be subject to additional inspection and testing as directed by the Designer. The cost of this inspection and testing shall be borne by the Contractor whether the Work is found to be acceptable or not. The Awarding Authority 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 Awarding Authority. 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 properly licensed 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 Awarding Authority prior to commencement of construction together with such other information as the Awarding Authority 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 Awarding Authority. The Contractor shall establish an emergency telephone line by which the Awarding Authority, the Designer, or their respective 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 certify and insure that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and the Contractor and each of its subcontractors and others working on the Project shall furnish documentation of successful completion of said course by employees working with the first certified payroll report for each employee. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer shall notify the Contractor in writing that any worker is, in the Designer'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 Designer.
- 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 Awarding Authority's reasonable judgment due to a labor dispute, the Awarding Authority shall have the right to require the Contractor to employ substitutes acceptable to the Awarding Authority.

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 all utilities required for the proper execution of the Work.
- 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 Designer and Awarding Authority 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 Designer and Awarding Authority, 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 Designer shall from time to time direct. The Designer shall establish base lines and benchmarks on the Drawings for the locations of the Work but all other lines and grades 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. 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 Designer'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 Designer whether or not such work and/or materials have been previously overlooked or misjudged by the Designer 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 Designer. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer 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 or of the Owner 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 Supplementary General Conditions or Specifications.

- A. There shall be no fewer facilities than the number required by applicable Laws;
- B. Facilities shall be kept in a clean sanitary condition at all times 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 Supplementary General Conditions or Specifications.)

11. Temporary Offices.

- A. Except as otherwise specified in the Supplementary General Conditions or Specifications, the Contractor may erect a temporary office trailer near the Site as directed by the Designer and adequately furnish and maintain them in a clean, orderly condition.
- B. The Contractor shall relocate the temporary office trailer at no additional cost to the Owner if the need for relocation arises as determined by the Designer.

12. Contract Documents and Samples at the Site.

A reasonable number of sets of Contract Documents will be furnished to the Contractor by the Awarding Authority immediately after signing of the Contract, one of which shall be maintained at the Site for reference by authorized representatives of the Awarding Authority. The Contractor shall maintain at the Site for the use and information of the Awarding Authority 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 Designer and the Awarding Authority and shall be delivered to the Designer for submittal to the Awarding Authority upon completion of the Work.

13. Health, Safety, and Accident Prevention

- A. In performing the Work, the Contractor shall:
 - 1. Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor by regulation;
 - 2. Protect the lives, health, and safety of other persons; and
 - 3. Prevent damage to property, materials, supplies, and equipment.
- B. For these purposes, the Contractor shall:
 - 1. Comply with 84 Stat. 1590, the "Occupational Safety and Health Act of 1970" (OSHA) and with regulations and standards issued by the U.S. Secretary of Labor at 29 CFR Part 1926; and
 - 2. Comply with the Trench Safety Law set forth in M.G.L. c. 82A and regulations promulgated by the Departments of Public Safety (DPS) and Occupational Safety (DOS) in 520 CMR 14.00 et. seq.; the CM shall execute a Trench Application and Permit form with the execution of its contract.
 - 3. Include the terms of this Section 14 in every subcontract so that such terms will be binding on each subcontractor.
 - 4. Designate by notice to the Awarding Authority a responsible member of its organization at the Site whose duties shall include ensuring safety, implementation of Contractor's Safety Plan referenced below and preventing accidents.

- C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904. Without limiting the foregoing, the Contractor shall submit to the Awarding Authority without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.
- D. 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 Awarding Authority of such emergency.
- E. The Contractor shall be responsible for its Subcontractors' compliance with the provisions of this Section 14.
- F. Before commencing any portion of the Work the Contractor shall submit a written Project-specific plan for implementing this Section 14. The plan shall include an analysis of the significant hazards to life, limb and property inherent in the performance of the Work and a plan for controlling these hazards.
- G. Without limiting the foregoing provisions of this Section 14, the Contractor shall comply with all health and safety Laws applicable to the Work. Without limitation,
 - 1. If the Contractor uses, stores or encounters toxic or hazardous substances it shall comply with M.G.L. c. 111F, s. 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 comply with any and all requirements for dealing with such materials and notify all required governmental authorities and the Awarding Authority 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 Damage Prevention System, 331 Montvale Road, Woburn, MA, 01801, 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, s. 40. Any costs related to the services performed by Dig-Safe shall be borne by the Contractor.

4. The Contractor shall comply with M.G.L. c. 149, s. 129A, relative to shoring and bracing of trenches.
- H. Without limiting the Contractor's responsibilities described above, 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 Awarding Authority and users of adjacent utilities and property;
 3. insure 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;
 8. maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction so as to guard and protect travelers from injury from such obstruction;
 9. maintain adequate security at the Site so as not to expose the Work 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.

- I. The Contractor shall not use or store explosives in the performance of the Work unless the Contractor first obtains the Awarding Authority's prior written specific Approval. If the Awarding Authority Approves the use or storage of explosives during the performance of the Work, the Contractor shall first 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.
- J. The Contractor shall not permit cutting or welding in or immediately adjacent to existing property of the Owner, Awarding Authority or of anyone else without the Awarding Authority's prior Approval in each instance.

14. Debris and Chemical Waste.

- A. The Contractor shall not permit the accumulation of interior or exterior debris. The Contractor shall keep the Work area clean at all times. Without limitation, garbage shall be removed daily.
- B. 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. The Contractor shall not permit any storage of debris or waste except in accordance with Laws.
- C. The Contractor shall not permit any open fire on the Site.
- D. Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, 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 Supplementary General 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). 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 Designer of any hazardous materials release large enough to require reporting under applicable Laws. The Contractor shall be responsible for immediately cleaning up in accordance with Laws any oil or hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the Contractor.

15. Weather Protection (M.G.L. c. 149, s. 44G and 44F(1)).

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 in order to permit construction to be carried on during such period in accordance with the Progress Schedule. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. 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, shall be subject to the Approval of the Awarding Authority, and shall meet such additional requirements as may be specified by the Supplementary General Conditions or the Specifications.

16. Furnishings and Equipment.

When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Owner not covered by this Contract, the Contractor shall allow the Awarding Authority 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 Awarding Authority 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 Contractor is responsible.

17. Form for Sub-Contract.

The Contractor when subcontracting with sub-bidders filed pursuant to M.G.L. c. 149, s.44F shall use the form for sub-Contract in M.G.L. c. 149, s. 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 Article XIV of these General Conditions of the Contract 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.

18. 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, s. 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 Contractor incurs in connection with the Work and the Awarding Authority 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 Awarding Authority upon the written request of the Contractor.

19. 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 use.

20. Maintenance Data.

Subject to such additional requirements as may be provided in the Supplementary General 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 Designer for approval, shall submit approved maintenance data to the Awarding Authority, and shall instruct and train the User Agency's personnel in proper inspection and maintenance procedures.

21. Closeout Procedures.

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

22. 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 Certificate of Agency and Occupancy has been issued pursuant to Article VI of these General Conditions of the Contract. Nothing herein shall limit the Contractor's responsibilities under Article IX or XV of these General Conditions of the Contract.

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 or not 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 as to, and shall comply with, the provisions of M.G.L. c. 7, s. 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, s. 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."*

2. Shop Drawings, Product Data, and Samples.

- A. Except as otherwise specified in the Supplementary General Conditions or Specifications, the Contractor shall furnish to the Designer 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 Designer 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

Designer. A minimum of four (4) copies shall be submitted for final approval, one of which shall be returned to the Contractor, one to the Resident Engineer, one to the Awarding Authority and one filed with the Designer. The inspection and approval by the Designer 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 Designer such information and vouchers relative to the Work, the materials therefor, and the persons employed thereon, as the Designer 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 Designer, 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 Awarding Authority 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 Designer's approval a schedule of submittals which is coordinated with the Progress Schedule and allows the Designer 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 Designer. 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 Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Designer in writing of such deviation at the time of submittal and the Awarding Authority 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 Designer's or the Awarding Authority'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 Designer on previous submittals.
- I. Informational submittals upon which the Designer 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 Designer 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 Designer.

3. Tests.

- A. Any material to be used in the Work may be tested or inspected at any time by the Designer with the prior Approval of the Awarding Authority and may be rejected if it fails to comply with specified tests. The Awarding Authority shall pay for all testing of specified material. If the Contractor requests permission to use a material that was not specified, then the Contractor 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 Designer and the Awarding Authority 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 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 Designer to make factory, shop or other inspection of materials or equipment ordered for the Work in process of manufacture or fabrication, or in storage elsewhere than the Site.

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 Awarding Authority (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. "Approved equal" shall mean an item with respect to which the Awarding Authority shall have issued a written statement to the Contractor to the effect that the item is, in the Awarding Authority'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 Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.
- C. Whenever the Contractor submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the Contractor maintain a claim for delays based upon the Designer's review of such substituted materials if the Contractor has failed to comply with the one hundred twenty (120) day submission requirement.
- D. The Contractor shall save the written calculations, pricing information, and other data

that the Contractor used to calculate the General Bid (the "Bid Pricing Materials") for at least six years after the Awarding Authority makes Final Payment under this Contract. No increase in the Contract Price shall be allowed for any material later found to have been improperly rejected as not being equal unless the Contractor can show persuasive evidence that the rejection increased the Contractor's costs over those provided for in the Bid Pricing Materials, net of all savings the Contractor obtained by substituting other "or-equal" items. Without limiting the foregoing, if the Awarding Authority rejects a proposed substitution on the basis that the item is not equal and if after the Contractor complies with the appeal procedures required by law, local regulation, and by the Contract Documents, the appropriate authority finds that the proposed substitution was equal, the Contract Price may be increased only to the extent that (1) the item that the Contract Documents specifically require costs more than the item later approved as equal, (2) the Bid Pricing Materials prove that the Contractor calculated its bid using the cost of the item later found as equal, (3) any increase is reduced by any cost that the Contractor would have incurred for structural or mechanical changes necessary to accommodate the substitute item, (4) the Contractor shall not be entitled to any adjustment for overhead and profit, (5) any increase must exceed the aggregate amount that the Contractor saved using products or materials that the Awarding Authority approved as equal under this Contract. In calculating the Contractor's aggregate saving under the preceding clause (5), the Contractor shall provide the Awarding Authority with the Bid Pricing Materials and a calculation based on the Bid Pricing Materials that compare the price (stated in the Bid Pricing Materials) of each item replaced with an "or equal" item, with the cost of the approved equal item, specifically describes all costs that Contractor would have incurred making structural or mechanical changes to include within the Work the item later found to have been improperly rejected and copies of all plans, specifications, shop Drawings, and other design documents that the Awarding Authority deems necessary or desirable.

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 so that their security, quality, and fitness of the materials for the Work is preserved.
- B. 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.
- C. Expenses for inspection of material by the Designer and/or the Awarding Authority 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 Awarding Authority precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the Awarding Authority. If the Contractor requests an inspection of material stored

outside the Commonwealth of Massachusetts, the Awarding Authority will initially pay for all expenses of inspecting the material incurred by the Designer and/or Awarding Authority's personnel including travel, quarters, and subsistence. The Awarding Authority will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order for the amount of those expenses.

- D. 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.
- E. All storage sites shall be restored to their original condition by the Contractor at the Contractor's expense.
- F. The Contractor shall take charge of and be liable for any loss of or injury to the materials for his use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the Owner or otherwise; the Contractor shall notify the Designer as soon as any such materials are so delivered, allow them to be examined by the Designer, and furnish workers to assist therewith.

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

The Designer may reject materials if the Designer 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 Designer. Should the Contractor fail to remove rejected material within a reasonable time, the Designer and/or Awarding Authority may, in addition to any other available remedies, remove and/or replace the rejected material, and to 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 Designer 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 Designer. 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 Owner.

ARTICLE VI: PROSECUTION AND PROGRESS

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

- A. The Contract time shall commence upon the date specified in the Notice to Proceed. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Awarding Authority.
- B. Within ten days after the Work has commenced, the Contractor shall submit to the Designer and to the Awarding Authority, a progress schedule for the term of the

Contract as required by the Contract Documents, showing in detail his proposed progress for the construction of the various parts of the Work and the proposed times for receiving required materials. Upon Approval by the Awarding Authority, said schedule shall constitute the Progress Schedule. The Contractor shall at the end of each month, or more often if required, furnish to the Designer and to the Awarding Authority 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 Owner - 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 Designer or the Awarding Authority, the Contractor fails to comply with the Progress Schedule, the Awarding Authority 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 Designer or the Awarding Authority, shall have been sufficiently corrected.
- E. If, in the opinion of the Awarding Authority, the Contractor fails to comply with the Progress Schedule, and whether or not the Awarding Authority shall have given the Contractor a notice described in D above, the Awarding Authority may (but shall not be required to) give the Contractor notice of such failure and five days to cure the same. Unless the Contractor shall within that five days take all necessary steps to do so (including, if the Awarding Authority requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the Awarding Authority the failure is corrected, the Awarding Authority 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 Designer's or Awarding Authority'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 Awarding Authority 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 Awarding

Authority elects to have another contractor perform a portion of the Work under this Article.

- F. The Awarding Authority shall deduct the cost of any actions the Awarding Authority 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 Awarding Authority 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 Awarding Authority'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 Awarding Authority shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof. The Awarding Authority'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 Awarding Authority incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the Awarding Authority will pay or credit the difference to the Contractor, less any other costs and expenses that the Awarding Authority incurs, including the cost of supervision, and the Designer's and attorneys' fees and costs.

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

- A. If liquidated damages are specified in the Owner - Contractor Agreement, the Awarding Authority has determined that its damages as a result of Contractor's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Use and Occupancy 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 Awarding Authority 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 Awarding Authority and/or the User Agency 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 prosecuted to the point at which it qualifies for the issuance of a Certificate of Use and Occupancy, and if such portion has not been prosecuted to such point by said date, the Contractor shall pay to the Awarding Authority 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 Owner resulting solely from the fact that the Work is not completed on time.
- C. The Awarding Authority 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 Awarding Authority 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 Owner's rights hereunder, at law or in equity.
- E. Liquidated damages or a portion thereof may be waived by the Awarding Authority if the Contractor submits evidence satisfactory to the Awarding Authority that the delay was caused solely by conditions beyond the control of the Contractor and that the Awarding Authority has not suffered any damages as a result of said delay.
- F. Failure by the Awarding Authority to specify a sum as liquidated damages in the Owner - 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 Awarding Authority's right to recover actual damages arising from the Contractor's failure to complete the Work on time.

3. Delays.

- A. Notwithstanding any provision of this Contract to the contrary, 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 Designer by the Awarding Authority, the Contractor shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of the Designer for the Contractor to complete the Work. Although no delay shall increase the Contract Price, the Awarding Authority 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 standard Change Order form.

4. Use and Occupancy Prior to Final Acceptance.

- A. The Contractor agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by the Awarding Authority.
- B. The Awarding Authority 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. Use and occupancy of any part of the Work prior to Final Acceptance by the Awarding Authority 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. Certificate of Use and Occupancy.

- A. When the Work, or portion thereof which the Awarding Authority agrees to accept separately has reached the state of Substantial Completion as shown on Approved payment request, the Contractor shall develop, with the participation of the Designer and the Awarding Authority, 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 a Certificate of Use and Occupancy, the Contractor shall:

- (1) Provide Contractor's proposed Punch List containing a statement of the reason for each item listed thereon;
- (2) Advise the Awarding Authority of proposed changes in insurance in accordance with the provisions of this Contract, and provide to the Awarding Authority evidence of 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 Awarding Authority meeting the requirements of Article IX of these General Conditions of the Contract, to commence upon the date of the issuance of the Certificate of Use and Occupancy for the Work or the designated portion thereof, unless otherwise provided in the Certificate of Use and Occupancy;
- (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 Use and Occupancy;
- (6) Submit all preliminary record Drawings the Awarding Authority and Designer written acknowledgements from appropriate User 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 certification from the departments having jurisdiction over the work, and similar releases which permit the Awarding Authority 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 Awarding Authority and obtain written receipts for same;
- (9) Make final changes of lock cylinders or cores and advise the Awarding Authority of the change of project security responsibility;
- (10) Complete start-up of systems and instruct User Agency personnel on proper operation and routine maintenance of all systems and equipment; obtain and submit to Agency personnel that start-up and instruction have been completed;
- (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 Awarding Authority);
- (12) Submit final utility meter readings and similar information and advise the User Agency and the Awarding Authority of the change of responsibility for utility charges and payments upon the issuance of the Certificate of Use and Occupancy;
- (13) Complete final clean-up of all Work, restoration of damaged 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 Supplementary General Conditions, if any, or in the Specifications.

C. After completing the items specified in subsection A above, the Contractor shall make

a written request for the Designer's inspection for a Certificate of Use and Occupancy in accordance with the Contract Documents. The Designer shall review the submittals and the Work and shall either 1) sign a Certificate of Use and Occupancy 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 Use and Occupancy. The Designer shall notify the Contractor of any additions to the Punch List. In connection with the execution of the Certificate of Use and Occupancy the Designer 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 issuance of a Certificate of Use and Occupancy for the entire Work, and 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 Awarding Authority together with such additional items as may be specified in the Contract Documents:

- (1) A completed Final Application for Payment showing a final accounting of all changes in the Work, on the form provided by the Awarding Authority.
- (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 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 departments having jurisdiction over the work and the Designer to the effect that: a) the Work has been inspected for compliance with the Contract Documents; b) all equipment and systems included in the Work have been tested in the presence of the Designer 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 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 Awarding Authority and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the Awarding Authority 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 Awarding Authority for a re-inspection of the Work with the Awarding Authority, and shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, the Awarding Authority 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 Awarding Authority in writing.

ARTICLE VII: CHANGES IN THE WORK

1. Change Orders Generally.

- A. No changes in the Work shall be made in absence of a Change Order (sometimes called a "Notice to Proceed") 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 Awarding Authority by the Contractor, Designer, Project Manager, Resident Engineer or User Agency. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of the Awarding Authority.
- B. Change Order may be issued by the Awarding Authority 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 Owner-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 Awarding Authority.
- D. Whenever a Change Order is issued and said Change Order will cause a change in the Contractor's cost, the Contractor or the Awarding Authority 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 Awarding Authority 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 Awarding Authority shall unilaterally determine the costs attributable to the change and provide the Contractor with a written notice to that effect. The Contractor may appeal the decision of the Awarding Authority within thirty days of receipt of said notice, to the chief executive official of the Awarding Authority or his designee, and the Contractor shall have the right to such further appeal as is provided in M.G.L. c.30, s. 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 Awarding Authority as aforesaid, the Contractor shall be required to engage in the mandatory mediation procedures set forth in Section 5 of this Article

VII.

- F. During the negotiation of an equitable adjustment in the Contract Price, the Contractor shall, if requested, provide the Awarding Authority 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 Awarding Authority subsequently determines that the data submitted by the Contractor was incomplete, incorrect or not current, the Awarding Authority 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 Awarding Authority:
- (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, s 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;
 - d. 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 Contractor and filed Subcontractors for this Contract.
 - (4) Contractor and subcontractors are required to anticipate annual updated prevailing wage schedules in accordance with G.L. c149, §27 and shall not be entitled to claim additional compensation for base bid contract work due to updated prevailing wage schedules.
- 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, s.44F shall not be considered Change Orders and shall not entitle the Contractor to any adjustments for overhead, profit, and superintendence, although the Awarding Authority 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 Awarding Authority, and if the Project Manager 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 Manager'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 Manager to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall on or before the first working day following the commencement of any such work or the sustaining of any such damage submit to the Designer, Resident Engineer and the Awarding Authority 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 second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Resident Engineer, the Designer, and the Awarding Authority, itemized statements of the details and costs of such work performed or damage sustained. If the Contractor shall fail to make such statements 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, s. 39I which provides criminal penalties for unauthorized deviations from the Plans and Specifications, and to M.G.L. c. 30, s. 39J and M.G.L. c. 7, s. 42E-42I. The Contractor's attention is also directed to M.G.L. 266, s. 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, s. 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, s. 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, s. 39Q):
The following provisions apply to every contract awarded by any state agency as defined by M.G.L. c. 7, s. 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, s/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. Mandatory 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 chief executive officer of the Awarding Authority or his designee described in Section 4.B above, the Awarding Authority 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. In the case of such disputes where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is \$500,000 or more, the parties shall, if the mediation process fails, submit the dispute to a third-party Neutral or Dispute Review Board which shall within sixty days render a non-binding advisory opinion. Unless the parties have previously agreed in writing to a process for submitting disputes to mediation or a Dispute Review Board, the Awarding Authority shall determine in its reasonable discretion the procedures to be followed and shall give the Contractor notice of the same in writing within 7 days of the date that the Awarding Authority receives notice of the Contractor's appeal from the decision of the chief executive officer of the Awarding Authority or his designee. The cost of the services of any mediator selected by one party to this Contract shall be borne by the party making the selection. The cost of the services of any mediator selected jointly by the parties to this Contract or jointly by mediators selected by the parties to this Contract shall be borne equally by the Contractor and the Awarding Authority.

ARTICLE VIII: PAYMENT PROVISIONS

1. Schedule of Values.

Before the first application for payment the Contractor shall submit to the Designer and the Awarding Authority a schedule of values allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade, 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 Designer or the Awarding Authority may require. Each item in the schedule shall include its proper share of overhead and profit. When Approved by the Designer and the Awarding Authority, 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 Owner all expenses, losses and damages, as determined by the Awarding Authority or the Designer, incurred in consequence of any default, defect, omission or mistake of the Contractor or his 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 satisfied the requirements for the issuance of a Certificate of Use and Occupancy by the date specified in Article 2 of the Owner - Contractor Agreement, the Contractor shall pay to the Owner liquidated damages as provided in Article VI, Section 2 of these General Conditions of the Contract.

3. Retention of Moneys by Awarding Authority.

- A. The Awarding Authority 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 Owner's expenditures for the Contractor's account, (2) to secure the Awarding Authority'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

Awarding Authority or any agency of the Commonwealth as a result of the failure of the Contractor to perform its obligations hereunder. The Awarding Authority may retain, until all claims are settled, such moneys as the Awarding Authority estimates to be the fair value of the Awarding Authority'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 filed in accordance with M.G.L. c. 30, s. 39A and s. 39F. The Awarding Authority 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 Awarding Authority 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 required by M.G.L. c. 30 s. 39F (d) and (e). Unless such statements are so filed by the Contractor the amount shown by the claims filed shall at the option of the Awarding Authority be conclusively deemed to be the accurate amount due from the Contractor therefor in all accounting with the Awarding Authority. If the moneys retained under this Contract are insufficient to pay the sums found by the Awarding Authority to be due under the claims for labor and materials filed as aforesaid, the Awarding Authority may, at its discretion, pay the same, and the Contractor shall repay to the Awarding Authority all sums paid out. The Awarding Authority 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 Awarding Authority.

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 Owner - Contractor Agreement, on forms provided and in the manner prescribed by the Awarding Authority, submit to the Awarding Authority 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 Designer. It shall be the sole responsibility of the Contractor to deliver or cause to be delivered to the Resident Engineer (the "designee" as provided by M.G.L. c. 30, s. 39K), 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 Awarding Authority may require, including without limitation, lien waivers and other evidence, on such forms as the Awarding Authority may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the Owner. If there is no Resident Engineer assigned to the Contract, the Designer shall be the designee. If there is neither a Resident Engineer nor a Designer the designee shall be a person designated by the Awarding Authority at the project field office or alternatively the home office of the Awarding Authority. 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 Awarding Authority shall retain 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 Awarding Authority 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 Awarding Authority 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 Owner 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 Awarding Authority of: (1) an acceptable transfer of title on the form provided by the Awarding Authority; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Awarding Authority 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 prior payment for such materials; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner 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 Designer (1) meet the requirements of the Contract, including prior shop 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 Awarding Authority may make changes in any periodic estimate submitted by the Contractor in accordance with M.G.L. c.30, s. 39K (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 on which the Awarding Authority 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 Awarding Authority. The Awarding Authority may at all reasonable times audit such
5. Periodic Payments (M.G. L. c. 30, s. 39K).

The Awarding Authority shall make payment to the Contractor in accordance with M.G.L. c. 30, s. 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 owner 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 periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any 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 subtrade and each sub-subtrade 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, s. 39F).

The Contractor shall make payments to Subcontractors in accordance with M.G.L c.30, s. 39F which is quoted in this section below. For the purposes of this Contract, the word "forthwith" appearing in paragraph (1)(a) of the quoted provision shall be deemed to mean "within five (5) business days."

"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 demands 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 (I) 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, s. 39G:

The following statutory provision applies only to contracts for public works governed by M.G.L. c. 30, s. 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. 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 *Supplementary General 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 Owner, the Awarding Authority, the Designer, and every member and agent of any of them, 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 Owner, the Designer, or of any person relating to or affecting the Work, except the claim against the Owner or the Designer 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 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.

A. If at any time during the period of one (1) year from the date of the issuance of the Certificate of Use and Occupancy by the Awarding Authority or the date of Final Acceptance, whichever occurs first, any part of such Work shall in the reasonable opinion of the Awarding Authority be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, the Awarding Authority 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 to the Awarding Authority within ten (10) days from the date of the giving of such notice, then the Awarding Authority may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Awarding Authority 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 Warranties.

- 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 Designer 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 subtrade 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. 181, s.3 and s. 5, and M.G.L. c. 30, s.39L.
- B. Prevailing Wages. The Contractor shall comply with M.G.L. c. 149, s. 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 Awarding Authority is not responsible for any errors, omissions, or misprints in the said schedule. Such Schedule shall continue to be the minimum rate 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, s. 26-27H. The Contractor shall not have any claim for extra compensation from the Owner 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, s.34B). Mass General Laws c. 149, §27, as amended on August 8, 2008 requires annual updates to prevailing wage schedules for all public construction projects lasting longer than one year. The Contractor is required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The Contractor and all Subcontractors are required to anticipate such annual updated prevailing wage schedules and neither the Contractor nor any Subcontractors shall be entitled to claim additional compensation for base contract work due to updated prevailing wage schedules.
- C. Payroll Records and Statement of Compliance. The Contractor shall comply and shall cause its Subcontractors to comply with Massachusetts General Law c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on the 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 Owner 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 Awarding Authority. 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 Awarding Authority.

ARTICLE XI: INSURANCE REQUIREMENTS

1. Insurance Generally.

- A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of 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 lawfully authorized to write that type of insurance under the laws of the Commonwealth with a

financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Awarding Authority, or otherwise acceptable to the Awarding Authority.

- C. Contractor shall submit three originals of each certificate of insurance, acceptable to the Awarding Authority, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Awarding Authority, the Owner and anyone else the Awarding Authority requests as an additional insured as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Awarding Authority as an additional insured;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- that the Builders' Risk or Installation Floater is on an all risk basis including earthquake and flood, and includes the Awarding Authority as a named insured or loss payee as their interests may appear; and
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to the Awarding Authority.

Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Awarding Authority shall at all times possess certificates indicating current coverage.

- D. The Contractor shall file one certified complete copy of all policies and endorsements with the Awarding Authority within sixty days after Contract award. If the Awarding Authority is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Awarding Authority attributable thereto.
- E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Awarding Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required below. The Awarding Authority shall not in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

- A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts

they may be liable unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$5,000

- B. This policy shall include coverage relating to explosion, collapse, and underground property damage.
- C. This policy shall include contractual liability coverage.
- D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Awarding Authority. The Contractor shall provide renewal certificates of insurance to the Awarding Authority as evidence that this coverage is being maintained.
- E. If the 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.
- F. This policy shall include the Awarding Authority, the Owner and anyone else requested by the Awarding Authority as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.
- G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Awarding Authority and Owner.

3. Automobile Liability.

- A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage	\$1,000,000 combined single limit
---------------------------------	-----------------------------------
- B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Exhibit A to the Owner – Contractor Agreement, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.
- C. The policy shall name the Awarding Authority and Owner as additional insureds.
- D. The policy shall contain a Waiver of Subrogation in favor of the Awarding Authority and Owner.

4. Contractor's Pollution Liability. **WAIVED**

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Awarding Authority and Owner shall be named as an additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Exhibit A to the Owner - Contractor Agreement the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

C. The policy shall contain a Waiver of Subrogation in favor of the Awarding Authority and Owner.

6. Builder's Risk/ Installation Floater/Stored Materials. **WAIVED**

A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable

compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

- B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.
- C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Awarding Authority.
- D. The policy or policies shall specifically state that they are for the benefit of and payable to the Awarding Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Awarding Authority, the Owner, the Contractor, and Subcontractors of any tier as named insured.
- E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.
- F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Awarding Authority and Owner
- G. Coverage shall be maintained until final acceptance by the Awarding Authority and Owner of the Contract and final payment has been made.
- H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$1,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$2,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$5,000,000 per occurrence
\$10,000,001 and over	\$10,000,000 per occurrence

8. Additional Types of Insurance.

The Contractor shall provide such other types of insurance as may be required by Exhibit A to the Owner - Contractor Agreement.

ARTICLE XII: INDEMNIFICATION

1. Generally.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Awarding Authority and Designer and their officers, agents, divisions, agencies, 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 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. Designer's Actions.

The obligations of the Contractor under Section 1 above shall not extend to the liability of the Designer, its agents or employees, arising out of (i) the preparation or approval of maps, Drawings, opinions, reports, surveys Change Orders, designs or specifications, or (ii) the giving of or the failure to give directions or instructions by the Designer, its agents to

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 XIII: 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 Awarding Authority, 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 Awarding Authority 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.

A. If the Contractor provided in its General Bid that any or all filed subcontractors shall provide the Contractor with payment and performance bonds for the full amount of their respective Subcontracts, then the costs for said bonds shall be the responsibility of the Contractor.

B. If the Contractor provided in its General Bid that filed Subcontractors shall provide bonds, and subsequently waives the requirement, the Contractor shall give the Awarding Authority a written certification that the Contractor understands that if the filed Subcontractor defaults or is terminated, the Contractor shall have full responsibility for all costs and expenses related to said default or termination but shall be entitled to a credit adjustment to the Contract Price in an amount equal to the bond premium Contractor would have paid had Contractor required the filed Subcontractor to provide such bonds.

ARTICLE XIV: TERMINATION OF CONTRACT

1. Termination for Cause.

A. The Awarding Authority 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 three (3) days after the giving of notice thereof by the Awarding Authority 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 Designer 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 Owner, 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 Awarding Authority 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 Awarding Authority 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 Awarding Authority 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 Owner 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 Awarding Authority 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 at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the Awarding Authority 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 Awarding Authority as directed by the Awarding Authority. In such case the Awarding Authority shall not make any further payments to the Contractor until the Work is completely finished. The Owner 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 Owner 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 Awarding Authority, 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 Designer's extra services and Project Representative services required, in the opinion of the Awarding Authority, 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 Awarding Authority out of any moneys then due or to become due the Contractor under this Contract.
- E. All sums damages, and expenses incurred by the Owner 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 Owner.

2. Termination For Convenience.

- A. The Awarding Authority 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 Awarding Authority 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 Contractor would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, termination fees payable to Subcontractors.
- C. The payment provided in paragraph B above shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, 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 Awarding Authority in a safe condition; (5) transfer to the Awarding Authority 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 XV: 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 Awarding Authority 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 Awarding Authority, 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 Awarding Authority shall not be deemed to constitute a representation or waiver of any right hereunder by the Awarding Authority as to the qualifications or the responsibility of the Contractor or Subcontractor(s).

2. Non-Appropriation.

If the Awarding Authority is unable to obtain an appropriation of funds sufficient to discharge the Awarding Authority's obligations under this Agreement for any fiscal year during the term of this Agreement, the Awarding Authority shall not be obligated to make any further payments, and this Agreement may be terminated immediately by either the Awarding Authority or the Contractor, provided that the Awarding Authority shall make payment to the Contractor for obligations incurred during the period for which funding was included in an annual or supplemental appropriation.

3. Claims by Others Not Valid.

No person other than the Contractor shall acquire any interest in this Contract or claim against the Awarding Authority or Owner hereunder, and no claim by any other person shall be valid except as provided in M.G.L. c. 30, s. 39F of the General Laws.

4. No Personal Liability of Public Officials.

No public official, employee, or agent of the Awarding Authority or Owner shall have any personal liability for the obligations of the Awarding Authority or Owner 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. 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.

8. Remedies Cumulative.

All remedies of the Awarding Authority provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by the Awarding Authority in its sole discretion. The Awarding Authority 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

9. 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 Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in the Owner - 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 Awarding Authority to receive official notices.

SAMPLE INSURANCE CERTIFICATE

Included is a sample insurance template for your reference. This is a general guide meant to show potential vendors how insurance/s should be worded. We realize policies will differ from project to project.

Special attention should be paid to the specific insurance requirements outlined in the bid documents. Submitting a policy that is correct will alleviate potential delays in the execution of contract documents.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Name and Address	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Subcontractor Name and Address	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Y	Y	Policy Number	Eff	Exp	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ **
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	Policy Number	Eff	Exp	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	Policy Number	Eff	Exp	EACH OCCURRENCE \$ *** AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	Policy Number	Eff	Exp	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Pollution Liability (when required)	Y	Y	Policy Number	Eff	Exp	\$1,000,000 per occurrence \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****Additional Insured to include both ongoing operations & completed operations. Waiver of Subrogation should apply to all policies.**

*****Umbrella Limits per Contract Price: Under \$1,000,000 = \$2,000,000; \$1,000,001-\$5,000,000 = \$5,000,000; \$5,000,001 - \$10,000,000 = \$10,000,000; \$10,000,001 and over = \$25,000,000 per occurrence**

CERTIFICATE HOLDER

CANCELLATION

City of Holyoke 536 Dwight Street Holyoke, MA 01040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Bid # 2024-10C
SEPTEMBER 20, 2023

**ANNIVERSARY HILL PARK
TRAIL AND UTILITY CORRIDOR**

**MASSACHUSETTS
PREVAILING WAGES**

WAGE RATES AND STATEMENT OF COMPLIANCE

PART 1 - GENERAL

1.1 APPLICABLE LAWS

- A. All provisions of the Contract Documents shall be subject to all applicable provisions of law, including, without limitation, the Commonwealth of Massachusetts statutes relating to prevailing wages, record keeping and reporting.
 - 1. All applicable provisions of law are a part of this Contract.
 - 2. Incorrect citations of statutes in this section shall not relieve the Contractor of its obligations under law. In case of a conflict between the Contract Documents and applicable statutes, the provisions of law shall govern.

2.1 WAGE RATES

- A. Wage Rates: The minimum rates of wages to be paid to mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates and wages determined by the Massachusetts Department of Labor and Workforce Development, which schedule is appended to this section and made a part of the Contract, in accordance with and subject to the provisions of M.G.L. Chapter 149, Section 26 and 27, as amended.
 - 1. The Wage Determination Schedule provided to the Architect and Awarding Authority by governmental authorities is appended to this section. The Architect and Awarding Authority do not guarantee the accuracy of the schedule, and every bidder and contractor shall be responsible for ascertaining the prevailing wages in the area where the work will be performed.
- B. Payment Insurance: In accordance with M.G.L. Chapter 149; Section 34A, the Contractor shall, before commencing performance of the Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract.
 - 1. Sufficient proof of compliance with this section must be furnished at the time of execution of this Contract.
 - 2. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of Contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion M.G.L. Chapter 149, Section 34A, which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.
- C. Records: Every contractor and subcontractor working under the terms of any contract for the construction on this project shall file weekly payroll records with Awarding Authority in the form described in M.G.L. Chapter 149, Sections 26 and 27B and as amended by Section 174 of Chapter 110 of the Acts of 1993.
 - 1. The Attorney General's Office, after conducting an investigation and hearing, can order work halted on public works projects, if it finds prevailing wage violations.
 - 2. Any delays and costs incurred by the Awarding Authority associated with a stop work

order for prevailing wage violation will be borne solely by the General Contractor.

- D. Statement of Compliance: The Contractor and each Subcontractor shall furnish to the Office of the Attorney General and to the Awarding Authority, within 15 days after completion of its portion of the work, fully completed and certified copies of the attached "Statement of Wage Rate Compliance" certifying compliance with wage and benefit provisions of M.G.L. Chapter 149, Sections 26 and 27, and as amended by Section 331 of Chapter 110 of the Acts of 1993. A copy of the "Statement of Compliance" is appended to this section.

FORM OF STATEMENT OF WAGE RATE COMPLIANCE

Date: _____

I, _____
(insert name and title of signatory party)

do hereby state that I pay or supervise the payment of the persons employed by

(insert name of Contractor)

On the Project _____
(insert name of project)

And that all mechanics, apprentices, teamsters, chauffeurs, and laborers employed on said project have been paid in accordance with wages determined under the provisions of Chapters 26 and 27 of Chapter 149 of the Massachusetts General Laws.

Signature

Title

This Statement is signed under penalties or perjury as provided for under Section 278 of Chapter 149, Massachusetts General Laws.



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Holyoke
Contract Number: IFB 2024-10C **City/Town:** HOLYOKE
Description of Work: Removal and disposal of concrete, asphalt,
or other impervious material to increase rooting space for trees Replacement of existing soil with clean loam
disposal of stumps and roots 85 tree pit sites
Job Location: Various Locations in Holyoke

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$34.25	\$9.40	\$16.59	\$0.00	\$60.24
	12/01/2023	\$34.88	\$9.40	\$16.59	\$0.00	\$60.87
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$34.25	\$9.40	\$14.53	\$0.00	\$58.18
	12/01/2023	\$34.88	\$9.40	\$14.53	\$0.00	\$58.81
	06/01/2024	\$36.08	\$9.40	\$14.53	\$0.00	\$60.01
	12/01/2024	\$37.28	\$9.40	\$14.53	\$0.00	\$61.21
	06/01/2025	\$38.53	\$9.40	\$14.53	\$0.00	\$62.46
	12/01/2025	\$39.77	\$9.40	\$14.53	\$0.00	\$63.70
	06/01/2026	\$41.07	\$9.40	\$14.53	\$0.00	\$65.00
	12/01/2026	\$42.36	\$9.40	\$14.53	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2020	\$34.29	\$12.80	\$8.95	\$0.00	\$56.04
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$33.75	\$9.40	\$14.53	\$0.00	\$57.68
	12/01/2023	\$34.38	\$9.40	\$14.53	\$0.00	\$58.31
	06/01/2024	\$35.58	\$9.40	\$14.53	\$0.00	\$59.51
	12/01/2024	\$36.78	\$9.40	\$14.53	\$0.00	\$60.71
	06/01/2025	\$38.03	\$9.40	\$14.53	\$0.00	\$61.96
	12/01/2025	\$39.27	\$9.40	\$14.53	\$0.00	\$63.20
	06/01/2026	\$40.57	\$9.40	\$14.53	\$0.00	\$64.50
	12/01/2026	\$41.86	\$9.40	\$14.53	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.86	\$13.58	\$15.10	\$0.00	\$67.54
	12/01/2023	\$39.81	\$13.58	\$15.10	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.86	\$13.58	\$15.10	\$0.00	\$67.54
	12/01/2023	\$39.81	\$13.58	\$15.10	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.33	\$13.58	\$15.10	\$0.00	\$67.01
	12/01/2023	\$39.28	\$13.58	\$15.10	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$34.25	\$9.40	\$16.59	\$0.00	\$60.24
	12/01/2023	\$34.88	\$9.40	\$16.59	\$0.00	\$60.87
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$34.25	\$9.40	\$14.53	\$0.00	\$58.18
	12/01/2023	\$34.88	\$9.40	\$14.53	\$0.00	\$58.81
	06/01/2024	\$36.08	\$9.40	\$14.53	\$0.00	\$60.01
	12/01/2024	\$37.28	\$9.40	\$14.53	\$0.00	\$61.21
	06/01/2025	\$38.53	\$9.40	\$14.53	\$0.00	\$62.46
	12/01/2025	\$39.77	\$9.40	\$14.53	\$0.00	\$63.70
	06/01/2026	\$41.07	\$9.40	\$14.53	\$0.00	\$65.00
	12/01/2026	\$42.36	\$9.40	\$14.53	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
2	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
3	70	\$33.16	\$7.07	\$14.23	\$0.00	\$54.46
4	75	\$35.53	\$7.07	\$15.24	\$0.00	\$57.84
5	80	\$37.90	\$7.07	\$16.25	\$0.00	\$61.22
6	85	\$40.26	\$7.07	\$17.28	\$0.00	\$64.61
7	90	\$42.63	\$7.07	\$18.28	\$0.00	\$67.98
8	95	\$45.00	\$7.07	\$19.32	\$0.00	\$71.39

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i>	08/01/2023	\$50.81	\$11.49	\$20.37	\$0.00	\$82.67
	02/01/2024	\$52.06	\$11.49	\$20.37	\$0.00	\$83.92
	08/01/2024	\$53.31	\$11.49	\$20.37	\$0.00	\$85.17
	02/01/2025	\$54.61	\$11.49	\$20.37	\$0.00	\$86.47
	08/01/2025	\$56.76	\$11.49	\$20.37	\$0.00	\$88.62
	02/01/2026	\$58.11	\$11.49	\$20.37	\$0.00	\$89.97
	08/01/2026	\$60.31	\$11.49	\$20.37	\$0.00	\$92.17
	02/01/2027	\$61.71	\$11.49	\$20.37	\$0.00	\$93.57

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.41	\$11.49	\$20.37	\$0.00	\$57.27
2	60	\$30.49	\$11.49	\$20.37	\$0.00	\$62.35
3	70	\$35.57	\$11.49	\$20.37	\$0.00	\$67.43
4	80	\$40.65	\$11.49	\$20.37	\$0.00	\$72.51
5	90	\$45.73	\$11.49	\$20.37	\$0.00	\$77.59

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$11.49	\$20.37	\$0.00	\$57.89
2	60	\$31.24	\$11.49	\$20.37	\$0.00	\$63.10
3	70	\$36.44	\$11.49	\$20.37	\$0.00	\$68.30
4	80	\$41.65	\$11.49	\$20.37	\$0.00	\$73.51
5	90	\$46.85	\$11.49	\$20.37	\$0.00	\$78.71

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING <i>ENGINEERS LOCAL 98</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	06/01/2023	\$38.86	\$13.58	\$15.10	\$0.00	\$67.54
	12/01/2023	\$39.81	\$13.58	\$15.10	\$0.00	\$68.49
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$44.73	\$9.40	\$17.97	\$0.00	\$72.10
	12/01/2023	\$45.98	\$9.40	\$17.97	\$0.00	\$73.35
	06/01/2024	\$47.46	\$9.40	\$17.97	\$0.00	\$74.83
	12/01/2024	\$48.93	\$9.40	\$17.97	\$0.00	\$76.30
	06/01/2025	\$50.43	\$9.40	\$17.97	\$0.00	\$77.80
	12/01/2025	\$51.93	\$9.40	\$17.97	\$0.00	\$79.30
	06/01/2026	\$53.48	\$9.40	\$17.97	\$0.00	\$80.85
	12/01/2026	\$54.98	\$9.40	\$17.97	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN</i>	03/01/2023	\$39.76	\$7.71	\$18.15	\$0.00	\$65.62

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.88	\$7.71	\$1.38	\$0.00	\$28.97
2	60	\$23.86	\$7.71	\$1.38	\$0.00	\$32.95
3	70	\$27.83	\$7.71	\$13.95	\$0.00	\$49.49
4	75	\$29.82	\$7.71	\$13.95	\$0.00	\$51.48
5	80	\$31.81	\$7.71	\$15.35	\$0.00	\$54.87
6	80	\$31.81	\$7.71	\$15.35	\$0.00	\$54.87
7	90	\$35.78	\$7.71	\$16.75	\$0.00	\$60.24
8	90	\$35.78	\$7.71	\$16.75	\$0.00	\$60.24

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$26.46/ 3&4 \$31.82/ 5&6 \$50.38/ 7&8 \$55.77

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2023	\$43.67	\$12.90	\$18.66	\$1.25	\$76.48
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	01/01/2024	\$44.68	\$12.90	\$18.66	\$1.25	\$77.49

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.84	\$12.90	\$15.86	\$0.00	\$50.60
2	60	\$26.20	\$12.90	\$18.66	\$1.25	\$59.01
3	65	\$28.39	\$12.90	\$18.66	\$1.25	\$61.20
4	70	\$30.57	\$12.90	\$18.66	\$1.25	\$63.38
5	75	\$32.75	\$12.90	\$18.66	\$1.25	\$65.56
6	80	\$34.94	\$12.90	\$18.66	\$1.25	\$67.75
7	90	\$39.30	\$12.90	\$18.66	\$1.25	\$72.11

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.34	\$12.90	\$15.86	\$0.00	\$51.10
2	60	\$26.81	\$12.90	\$18.66	\$1.25	\$59.62
3	65	\$29.04	\$12.90	\$18.66	\$1.25	\$61.85
4	70	\$31.28	\$12.90	\$18.66	\$1.25	\$64.09
5	75	\$33.51	\$12.90	\$18.66	\$1.25	\$66.32
6	80	\$35.74	\$12.90	\$18.66	\$1.25	\$68.55
7	90	\$40.21	\$12.90	\$18.66	\$1.25	\$73.02

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.33	\$13.58	\$15.10	\$0.00	\$67.01
	12/01/2023	\$39.28	\$13.58	\$15.10	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$42.36	\$13.58	\$15.10	\$0.00	\$71.04
	12/01/2023	\$43.31	\$13.58	\$15.10	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.76	\$9.65	\$0.00	\$0.00	\$37.41
2	55	\$30.53	\$9.65	\$6.55	\$0.00	\$46.73
3	60	\$33.31	\$9.65	\$7.14	\$0.00	\$50.10
4	65	\$36.08	\$9.65	\$7.74	\$0.00	\$53.47
5	70	\$38.86	\$9.65	\$20.13	\$0.00	\$68.64
6	75	\$41.63	\$9.65	\$20.73	\$0.00	\$72.01
7	80	\$44.41	\$9.65	\$21.32	\$0.00	\$75.38
8	90	\$49.96	\$9.65	\$22.51	\$0.00	\$82.12

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$44.73	\$9.40	\$17.82	\$0.00	\$71.95
	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2023	\$44.73	\$9.40	\$17.82	\$0.00	\$71.95
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DIVER	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888						
ELECTRICIAN (Including Core Drilling)	07/02/2023	\$48.01	\$12.50	\$14.41	\$0.00	\$74.92
ELECTRICIANS LOCAL 7	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 07/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.20	\$6.90	\$0.58	\$0.00	\$26.68
2	45	\$21.60	\$6.90	\$0.65	\$0.00	\$29.15
3	50	\$24.01	\$12.50	\$7.27	\$0.00	\$43.78
4	55	\$26.41	\$12.50	\$7.34	\$0.00	\$46.25
5	65	\$31.21	\$12.50	\$9.41	\$0.00	\$53.12
6	70	\$33.61	\$12.50	\$10.77	\$0.00	\$56.88

Effective Date - 12/31/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.60	\$7.05	\$0.59	\$0.00	\$27.24
2	45	\$22.05	\$7.05	\$0.66	\$0.00	\$29.76
3	50	\$24.51	\$12.75	\$7.34	\$0.00	\$44.60
4	55	\$26.96	\$12.75	\$7.41	\$0.00	\$47.12
5	65	\$31.86	\$12.75	\$9.52	\$0.00	\$54.13
6	70	\$34.31	\$12.75	\$10.90	\$0.00	\$57.96

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3****

ELEVATOR CONSTRUCTOR	01/01/2023	\$61.13	\$16.08	\$20.56	\$0.00	\$97.77
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.57	\$16.08	\$0.00	\$0.00	\$46.65
2	55	\$33.62	\$16.08	\$20.56	\$0.00	\$70.26
3	65	\$39.73	\$16.08	\$20.56	\$0.00	\$76.37
4	70	\$42.79	\$16.08	\$20.56	\$0.00	\$79.43
5	80	\$48.90	\$16.08	\$20.56	\$0.00	\$85.54

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.99	\$16.18	\$0.00	\$0.00	\$47.17
2	55	\$34.09	\$16.18	\$20.96	\$0.00	\$71.23
3	65	\$40.29	\$16.18	\$20.96	\$0.00	\$77.43
4	70	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
5	80	\$49.58	\$16.18	\$20.96	\$0.00	\$86.72

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2023	\$42.79	\$16.08	\$20.56	\$0.00	\$79.43
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2024	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	06/01/2023	\$33.75	\$9.40	\$14.53	\$0.00	\$57.68
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$34.38	\$9.40	\$14.53	\$0.00	\$58.31
	06/01/2024	\$35.58	\$9.40	\$14.53	\$0.00	\$59.51
	12/01/2024	\$36.78	\$9.40	\$14.53	\$0.00	\$60.71
	06/01/2025	\$38.03	\$9.40	\$14.53	\$0.00	\$61.96
	12/01/2025	\$39.27	\$9.40	\$14.53	\$0.00	\$63.20
	06/01/2026	\$40.57	\$9.40	\$14.53	\$0.00	\$64.50
	12/01/2026	\$41.86	\$9.40	\$14.53	\$0.00	\$65.79

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	07/02/2023	\$48.01	\$12.50	\$14.41	\$0.00	\$74.92
	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>ELECTRICIANS LOCAL 7</i>	07/02/2023	\$48.01	\$12.50	\$14.41	\$0.00	\$74.92
/ COMMISSIONING	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.33	\$13.58	\$15.10	\$0.00	\$67.01
	12/01/2023	\$39.28	\$13.58	\$15.10	\$0.00	\$67.96

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.00	\$13.58	\$15.10	\$0.00	\$51.68
2	70	\$26.83	\$13.58	\$15.10	\$0.00	\$55.51
3	80	\$30.66	\$13.58	\$15.10	\$0.00	\$59.34
4	90	\$34.50	\$13.58	\$15.10	\$0.00	\$63.18

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.57	\$13.58	\$15.10	\$0.00	\$52.25
2	70	\$27.50	\$13.58	\$15.10	\$0.00	\$56.18
3	80	\$31.42	\$13.58	\$15.10	\$0.00	\$60.10
4	90	\$35.35	\$13.58	\$15.10	\$0.00	\$64.03

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	06/01/2023	\$25.98	\$9.40	\$14.41	\$0.00	\$49.79
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$25.98	\$9.40	\$14.41	\$0.00	\$49.79
	06/01/2024	\$27.01	\$9.40	\$14.41	\$0.00	\$50.82
	12/01/2024	\$27.01	\$9.40	\$14.41	\$0.00	\$50.82
	06/01/2025	\$28.09	\$9.40	\$14.41	\$0.00	\$51.90
	12/01/2025	\$28.09	\$9.40	\$14.41	\$0.00	\$51.90
	06/01/2026	\$29.21	\$9.40	\$14.41	\$0.00	\$53.02
	12/01/2026	\$29.21	\$9.40	\$14.41	\$0.00	\$53.02
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER	03/01/2022	\$39.66	\$7.71	\$18.15	\$0.00	\$65.52
FLOORCOVERERS LOCAL 2168 ZONE III						

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.83	\$7.71	\$1.40	\$0.00	\$28.94
2	55	\$21.81	\$7.71	\$1.40	\$0.00	\$30.92
3	60	\$23.80	\$7.71	\$13.95	\$0.00	\$45.46
4	65	\$25.78	\$7.71	\$13.95	\$0.00	\$47.44
5	70	\$27.76	\$7.71	\$15.35	\$0.00	\$50.82
6	75	\$29.75	\$7.71	\$15.35	\$0.00	\$52.81
7	80	\$31.73	\$7.71	\$16.75	\$0.00	\$56.19
8	85	\$33.71	\$7.71	\$16.75	\$0.00	\$58.17

Notes: Steps are 750 hrs.

% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$26.21/ 3&4 \$31.49/ 5&6 \$49.96/ 7&8 \$55.29

Apprentice to Journeyworker Ratio:1:1

FORK LIFT	06/01/2023	\$38.55	\$13.58	\$15.10	\$0.00	\$67.23
OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.50	\$13.58	\$15.10	\$0.00	\$68.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATORS/LIGHTING PLANTS	06/01/2023	\$35.10	\$13.58	\$15.10	\$0.00	\$63.78
OPERATING ENGINEERS LOCAL 98	12/01/2023	\$36.05	\$13.58	\$15.10	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
GLAZIERS LOCAL 1333						

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 1333							
Effective Date - 06/01/2020							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19	
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64	
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74	
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19	
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34	
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78	
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53	
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98	
Notes:							
Apprentice to Journeyworker Ratio:1:3							
GRADER/TRENCHING MACHINE/DERRICK		06/01/2023	\$38.86	\$13.58	\$15.10	\$0.00	\$67.54
OPERATING ENGINEERS LOCAL 98		12/01/2023	\$39.81	\$13.58	\$15.10	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
HVAC (DUCTWORK)		07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
SHEETMETAL WORKERS LOCAL 63		01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
		07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
		01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)		07/02/2023	\$48.01	\$12.50	\$14.41	\$0.00	\$74.92
ELECTRICIANS LOCAL 7		12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
		06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
		12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
		06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
		12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
		06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
		01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)		07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
SHEETMETAL WORKERS LOCAL 63		01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
		07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
		01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)		03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
PLUMBERS & PIPEFITTERS LOCAL 104		09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
		03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC		03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
PLUMBERS & PIPEFITTERS LOCAL 104		09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
		03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$34.25	\$9.40	\$14.53	\$0.00	\$58.18
	12/01/2023	\$34.88	\$9.40	\$14.53	\$0.00	\$58.81
	06/01/2024	\$36.08	\$9.40	\$14.53	\$0.00	\$60.01
	12/01/2024	\$37.28	\$9.40	\$14.53	\$0.00	\$61.21
	06/01/2025	\$38.53	\$9.40	\$14.53	\$0.00	\$62.46
	12/01/2025	\$39.77	\$9.40	\$14.53	\$0.00	\$63.70
	06/01/2026	\$41.07	\$9.40	\$14.53	\$0.00	\$65.00
	12/01/2026	\$42.36	\$9.40	\$14.53	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

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

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.03	\$13.80	\$12.42	\$0.00	\$48.25
2	60	\$26.43	\$13.80	\$13.36	\$0.00	\$53.59
3	70	\$30.84	\$13.80	\$14.31	\$0.00	\$58.95
4	80	\$35.24	\$13.80	\$15.25	\$0.00	\$64.29

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2023	\$38.91	\$8.25	\$22.70	\$0.00	\$69.86
	09/16/2023	\$39.81	\$8.25	\$22.70	\$0.00	\$70.76
	03/16/2024	\$40.66	\$8.25	\$22.70	\$0.00	\$71.61

Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.35	\$8.25	\$22.70	\$0.00	\$54.30
2	70	\$27.24	\$8.25	\$22.70	\$0.00	\$58.19
3	75	\$29.18	\$8.25	\$22.70	\$0.00	\$60.13
4	80	\$31.13	\$8.25	\$22.70	\$0.00	\$62.08
5	85	\$33.07	\$8.25	\$22.70	\$0.00	\$64.02
6	90	\$35.02	\$8.25	\$22.70	\$0.00	\$65.97

Effective Date - 09/16/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.89	\$8.25	\$22.70	\$0.00	\$54.84
2	70	\$27.87	\$8.25	\$22.70	\$0.00	\$58.82
3	75	\$29.86	\$8.25	\$22.70	\$0.00	\$60.81
4	80	\$31.85	\$8.25	\$22.70	\$0.00	\$62.80
5	85	\$33.84	\$8.25	\$22.70	\$0.00	\$64.79
6	90	\$35.83	\$8.25	\$22.70	\$0.00	\$66.78

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
LABORER	06/01/2023	\$33.50	\$9.40	\$16.59	\$0.00	\$59.49
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$34.13	\$9.40	\$16.59	\$0.00	\$60.12

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.10	\$9.40	\$16.59	\$0.00	\$46.09
2	70	\$23.45	\$9.40	\$16.59	\$0.00	\$49.44
3	80	\$26.80	\$9.40	\$16.59	\$0.00	\$52.79
4	90	\$30.15	\$9.40	\$16.59	\$0.00	\$56.14

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.48	\$9.40	\$16.59	\$0.00	\$46.47
2	70	\$23.89	\$9.40	\$16.59	\$0.00	\$49.88
3	80	\$27.30	\$9.40	\$16.59	\$0.00	\$53.29
4	90	\$30.72	\$9.40	\$16.59	\$0.00	\$56.71

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	06/01/2023	\$33.50	\$9.40	\$14.53	\$0.00	\$57.43
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$34.13	\$9.40	\$14.53	\$0.00	\$58.06
	06/01/2024	\$35.33	\$9.40	\$14.53	\$0.00	\$59.26
	12/01/2024	\$36.53	\$9.40	\$14.53	\$0.00	\$60.46
	06/01/2025	\$37.78	\$9.40	\$14.53	\$0.00	\$61.71
	12/01/2025	\$39.02	\$9.40	\$14.53	\$0.00	\$62.95
	06/01/2026	\$40.32	\$9.40	\$14.53	\$0.00	\$64.25
	12/01/2026	\$41.61	\$9.40	\$14.53	\$0.00	\$65.54

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER (Heavy & Highway) - Zone 3						
Effective Date - 06/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.10	\$9.40	\$14.53	\$0.00	\$44.03
2	70	\$23.45	\$9.40	\$14.53	\$0.00	\$47.38
3	80	\$26.80	\$9.40	\$14.53	\$0.00	\$50.73
4	90	\$30.15	\$9.40	\$14.53	\$0.00	\$54.08
Effective Date - 12/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.48	\$9.40	\$14.53	\$0.00	\$44.41
2	70	\$23.89	\$9.40	\$14.53	\$0.00	\$47.82
3	80	\$27.30	\$9.40	\$14.53	\$0.00	\$51.23
4	90	\$30.72	\$9.40	\$14.53	\$0.00	\$54.65
Notes:						
Apprentice to Journeyworker Ratio:1:5						
LABORER: CARPENTER TENDER						
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>		06/01/2023	\$33.50	\$9.40	\$16.59	\$59.49
		12/01/2023	\$34.13	\$9.40	\$16.59	\$60.12
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER						
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>		06/01/2023	\$33.50	\$9.40	\$16.59	\$59.49
		12/01/2023	\$34.13	\$9.40	\$16.59	\$60.12
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>		06/01/2023	\$33.47	\$9.40	\$16.72	\$59.59
		12/01/2023	\$34.10	\$9.40	\$16.72	\$60.22
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER						
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>		06/01/2023	\$34.50	\$9.40	\$16.59	\$60.49
		12/01/2023	\$35.13	\$9.40	\$16.59	\$61.12
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY)						
<i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>		06/01/2023	\$33.75	\$9.40	\$14.53	\$57.68
		12/01/2023	\$34.38	\$9.40	\$14.53	\$58.31
		06/01/2024	\$35.58	\$9.40	\$14.53	\$59.51
		12/01/2024	\$36.78	\$9.40	\$14.53	\$60.71
		06/01/2025	\$38.03	\$9.40	\$14.53	\$61.96
		12/01/2025	\$39.27	\$9.40	\$14.53	\$63.20
		06/01/2026	\$40.57	\$9.40	\$14.53	\$64.50
		12/01/2026	\$41.86	\$9.40	\$14.53	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER						
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>		06/01/2023	\$33.50	\$9.40	\$16.59	\$59.49
		12/01/2023	\$34.13	\$9.40	\$16.59	\$60.12
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER						
<i>LABORERS - ZONE 3 (BUILDING & SITE)</i>		06/01/2023	\$33.50	\$9.40	\$16.59	\$59.49
		12/01/2023	\$34.13	\$9.40	\$16.59	\$60.12
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$33.75	\$9.40	\$14.53	\$0.00	\$57.68
	12/01/2023	\$34.38	\$9.40	\$14.53	\$0.00	\$58.31
	06/01/2024	\$35.58	\$9.40	\$14.53	\$0.00	\$59.51
	12/01/2024	\$36.78	\$9.40	\$14.53	\$0.00	\$60.71
	06/01/2025	\$38.03	\$9.40	\$14.53	\$0.00	\$61.96
	12/01/2025	\$39.27	\$9.40	\$14.53	\$0.00	\$63.20
	06/01/2026	\$40.57	\$9.40	\$14.53	\$0.00	\$64.50
	12/01/2026	\$41.86	\$9.40	\$14.53	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	08/01/2023	\$41.37	\$11.49	\$19.53	\$0.00	\$72.39
	02/01/2024	\$42.37	\$11.49	\$19.53	\$0.00	\$73.39
	08/01/2024	\$44.05	\$11.49	\$19.53	\$0.00	\$75.07
	02/01/2025	\$45.90	\$11.49	\$19.53	\$0.00	\$76.92
	08/01/2025	\$46.81	\$11.49	\$19.53	\$0.00	\$77.83
	02/01/2026	\$47.89	\$11.49	\$19.53	\$0.00	\$78.91
	08/01/2026	\$49.65	\$11.49	\$19.53	\$0.00	\$80.67
	02/01/2027	\$50.77	\$11.49	\$19.53	\$0.00	\$81.79
Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)						
Effective Date - 08/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.69	\$11.49	\$19.53	\$0.00	\$51.71
2	60	\$24.82	\$11.49	\$19.53	\$0.00	\$55.84
3	70	\$28.96	\$11.49	\$19.53	\$0.00	\$59.98
4	80	\$33.10	\$11.49	\$19.53	\$0.00	\$64.12
5	90	\$37.23	\$11.49	\$19.53	\$0.00	\$68.25
Notes:						
Apprentice to Journeyworker Ratio:1:5						
MARBLE MASON/TILE LAYER(SP/PT)SeeBrick <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>						
See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)"						
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.86	\$13.58	\$15.10	\$0.00	\$67.54
	12/01/2023	\$39.81	\$13.58	\$15.10	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.33	\$13.58	\$15.10	\$0.00	\$67.01
	12/01/2023	\$39.28	\$13.58	\$15.10	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	01/02/2023	\$40.16	\$8.58	\$21.57	\$0.00	\$70.31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.09	\$8.58	\$5.72	\$0.00	\$36.39
2	65	\$26.10	\$8.58	\$17.93	\$0.00	\$52.61
3	75	\$30.12	\$8.58	\$18.98	\$0.00	\$57.68
4	85	\$34.14	\$8.58	\$20.01	\$0.00	\$62.73

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

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
OILER	06/01/2023	\$34.04	\$13.58	\$15.10	\$0.00	\$62.72
OPERATING ENGINEERS LOCAL 98	12/01/2023	\$35.27	\$13.58	\$15.10	\$0.00	\$63.95
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI	06/01/2023	\$32.04	\$13.58	\$15.10	\$0.00	\$60.72
OPERATING ENGINEERS LOCAL 98	12/01/2023	\$32.99	\$13.58	\$15.10	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
PAINTERS LOCAL 35 - ZONE 3	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.76	\$9.65	\$0.00	\$0.00	\$37.41
2	55	\$30.53	\$9.65	\$6.55	\$0.00	\$46.73
3	60	\$33.31	\$9.65	\$7.14	\$0.00	\$50.10
4	65	\$36.08	\$9.65	\$7.74	\$0.00	\$53.47
5	70	\$38.86	\$9.65	\$20.13	\$0.00	\$68.64
6	75	\$41.63	\$9.65	\$20.73	\$0.00	\$72.01
7	80	\$44.41	\$9.65	\$21.32	\$0.00	\$75.38
8	90	\$49.96	\$9.65	\$22.51	\$0.00	\$82.12

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2023	\$39.98	\$8.65	\$19.15	\$0.00	\$67.78
* If 30% or more of surfaces to be painted are new construction,	01/01/2024	\$41.08	\$8.65	\$19.15	\$0.00	\$68.88
NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 3	07/01/2024	\$42.13	\$8.65	\$19.15	\$0.00	\$69.93
	01/01/2025	\$43.23	\$8.65	\$19.15	\$0.00	\$71.03

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.99	\$9.65	\$0.00	\$0.00	\$29.64
2	55	\$21.99	\$9.65	\$4.35	\$0.00	\$35.99
3	60	\$23.99	\$9.65	\$4.74	\$0.00	\$38.38
4	65	\$25.99	\$9.65	\$5.14	\$0.00	\$40.78
5	70	\$27.99	\$9.65	\$17.33	\$0.00	\$54.97
6	75	\$29.99	\$9.65	\$17.73	\$0.00	\$57.37
7	80	\$31.98	\$9.65	\$18.12	\$0.00	\$59.75
8	90	\$35.98	\$9.65	\$18.91	\$0.00	\$64.54

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.54	\$9.95	\$0.00	\$0.00	\$30.49
2	55	\$22.59	\$9.95	\$4.43	\$0.00	\$36.97
3	60	\$24.65	\$9.95	\$4.83	\$0.00	\$39.43
4	65	\$26.70	\$9.95	\$5.23	\$0.00	\$41.88
5	70	\$28.76	\$9.95	\$17.49	\$0.00	\$56.20
6	75	\$30.81	\$9.95	\$17.89	\$0.00	\$58.65
7	80	\$32.86	\$9.95	\$18.29	\$0.00	\$61.10
8	90	\$36.97	\$9.95	\$19.10	\$0.00	\$66.02

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2023	\$35.65	\$9.65	\$19.70	\$0.00	\$65.00
PAINTERS LOCAL 35 - ZONE 3	01/01/2024	\$36.15	\$9.95	\$19.90	\$0.00	\$66.00
	07/01/2024	\$37.35	\$9.95	\$19.90	\$0.00	\$67.20
	01/01/2025	\$38.55	\$9.95	\$19.90	\$0.00	\$68.40

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.83	\$9.65	\$0.00	\$0.00	\$27.48
2	55	\$19.61	\$9.65	\$4.35	\$0.00	\$33.61
3	60	\$21.39	\$9.65	\$4.74	\$0.00	\$35.78
4	65	\$23.17	\$9.65	\$5.14	\$0.00	\$37.96
5	70	\$24.96	\$9.65	\$17.33	\$0.00	\$51.94
6	75	\$26.74	\$9.65	\$17.73	\$0.00	\$54.12
7	80	\$28.52	\$9.65	\$18.12	\$0.00	\$56.29
8	90	\$32.09	\$9.65	\$18.91	\$0.00	\$60.65

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.08	\$9.95	\$0.00	\$0.00	\$28.03
2	55	\$19.88	\$9.95	\$4.43	\$0.00	\$34.26
3	60	\$21.69	\$9.95	\$4.83	\$0.00	\$36.47
4	65	\$23.50	\$9.95	\$5.23	\$0.00	\$38.68
5	70	\$25.31	\$9.95	\$17.49	\$0.00	\$52.75
6	75	\$27.11	\$9.95	\$17.89	\$0.00	\$54.95
7	80	\$28.92	\$9.95	\$18.29	\$0.00	\$57.16
8	90	\$32.54	\$9.95	\$19.10	\$0.00	\$61.59

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2023	\$36.93	\$9.65	\$19.70	\$0.00	\$66.28
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 3	01/01/2024	\$37.43	\$9.95	\$19.90	\$0.00	\$67.28
	07/01/2024	\$38.63	\$9.95	\$19.90	\$0.00	\$68.48
	01/01/2025	\$39.83	\$9.95	\$19.90	\$0.00	\$69.68

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.47	\$9.65	\$0.00	\$0.00	\$28.12
2	55	\$20.31	\$9.65	\$4.35	\$0.00	\$34.31
3	60	\$22.16	\$9.65	\$4.74	\$0.00	\$36.55
4	65	\$24.00	\$9.65	\$5.14	\$0.00	\$38.79
5	70	\$25.85	\$9.65	\$17.33	\$0.00	\$52.83
6	75	\$27.70	\$9.65	\$17.73	\$0.00	\$55.08
7	80	\$29.54	\$9.65	\$18.12	\$0.00	\$57.31
8	90	\$33.24	\$9.65	\$18.91	\$0.00	\$61.80

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.72	\$9.95	\$0.00	\$0.00	\$28.67
2	55	\$20.59	\$9.95	\$4.43	\$0.00	\$34.97
3	60	\$22.46	\$9.95	\$4.83	\$0.00	\$37.24
4	65	\$24.33	\$9.95	\$5.23	\$0.00	\$39.51
5	70	\$26.20	\$9.95	\$17.49	\$0.00	\$53.64
6	75	\$28.07	\$9.95	\$17.89	\$0.00	\$55.91
7	80	\$29.94	\$9.95	\$18.29	\$0.00	\$58.18
8	90	\$33.69	\$9.95	\$19.10	\$0.00	\$62.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2023	\$34.25	\$9.65	\$19.70	\$0.00	\$63.60
PAINTERS LOCAL 35 - ZONE 3	01/01/2024	\$34.75	\$9.95	\$19.90	\$0.00	\$64.60
	07/01/2024	\$35.95	\$9.95	\$19.90	\$0.00	\$65.80
	01/01/2025	\$37.15	\$9.95	\$19.90	\$0.00	\$67.00

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.13	\$9.65	\$0.00	\$0.00	\$26.78
2	55	\$18.84	\$9.65	\$4.35	\$0.00	\$32.84
3	60	\$20.55	\$9.65	\$4.74	\$0.00	\$34.94
4	65	\$22.26	\$9.65	\$5.14	\$0.00	\$37.05
5	70	\$23.98	\$9.65	\$17.33	\$0.00	\$50.96
6	75	\$25.69	\$9.65	\$17.73	\$0.00	\$53.07
7	80	\$27.40	\$9.65	\$18.12	\$0.00	\$55.17
8	90	\$30.83	\$9.65	\$18.91	\$0.00	\$59.39

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.38	\$9.95	\$0.00	\$0.00	\$27.33
2	55	\$19.11	\$9.95	\$4.43	\$0.00	\$33.49
3	60	\$20.85	\$9.95	\$4.83	\$0.00	\$35.63
4	65	\$22.59	\$9.95	\$5.23	\$0.00	\$37.77
5	70	\$24.33	\$9.95	\$17.49	\$0.00	\$51.77
6	75	\$26.06	\$9.95	\$17.89	\$0.00	\$53.90
7	80	\$27.80	\$9.95	\$18.29	\$0.00	\$56.04
8	90	\$31.28	\$9.95	\$19.10	\$0.00	\$60.33

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	06/01/2023	\$33.50	\$9.40	\$14.53	\$0.00	\$57.43
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$34.13	\$9.40	\$14.53	\$0.00	\$58.06
	06/01/2024	\$35.33	\$9.40	\$14.53	\$0.00	\$59.26
	12/01/2024	\$36.53	\$9.40	\$14.53	\$0.00	\$60.46
	06/01/2025	\$37.78	\$9.40	\$14.53	\$0.00	\$61.71
	12/01/2025	\$39.02	\$9.40	\$14.53	\$0.00	\$62.95
	06/01/2026	\$40.32	\$9.40	\$14.53	\$0.00	\$64.25
	12/01/2026	\$41.61	\$9.40	\$14.53	\$0.00	\$65.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER LOCAL 56 (ZONE 3)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2020

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

Notes:
Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)	06/01/2023	\$33.75	\$9.40	\$14.53	\$0.00	\$57.68
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$34.38	\$9.40	\$14.53	\$0.00	\$58.31
	06/01/2024	\$35.58	\$9.40	\$14.53	\$0.00	\$59.51
	12/01/2024	\$36.78	\$9.40	\$14.53	\$0.00	\$60.71
	06/01/2025	\$38.03	\$9.40	\$14.53	\$0.00	\$61.96
	12/01/2025	\$39.27	\$9.40	\$14.53	\$0.00	\$63.20
	06/01/2026	\$40.57	\$9.40	\$14.53	\$0.00	\$64.50
	12/01/2026	\$41.86	\$9.40	\$14.53	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER & PIPEFITTER	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.13	\$9.55	\$10.10	\$0.00	\$40.78
2	50	\$23.48	\$9.55	\$10.10	\$0.00	\$43.13
3	55	\$25.83	\$9.55	\$10.10	\$0.00	\$45.48
4	60	\$28.18	\$9.55	\$10.10	\$0.00	\$47.83
5	65	\$30.52	\$9.55	\$10.10	\$0.00	\$50.17
6	70	\$32.87	\$9.55	\$10.10	\$0.00	\$52.52
7	75	\$35.22	\$9.55	\$10.10	\$0.00	\$54.87
8	80	\$37.57	\$9.55	\$10.10	\$0.00	\$57.22
9	80	\$37.57	\$9.55	\$17.10	\$0.00	\$64.22
10	80	\$37.57	\$9.55	\$17.10	\$0.00	\$64.22

Notes:
**1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$33.75	\$9.40	\$14.53	\$0.00	\$57.68
	12/01/2023	\$34.38	\$9.40	\$14.53	\$0.00	\$58.31
	06/01/2024	\$35.58	\$9.40	\$14.53	\$0.00	\$59.51
	12/01/2024	\$36.78	\$9.40	\$14.53	\$0.00	\$60.71
	06/01/2025	\$38.03	\$9.40	\$14.53	\$0.00	\$61.96
	12/01/2025	\$39.27	\$9.40	\$14.53	\$0.00	\$63.20
	06/01/2026	\$40.57	\$9.40	\$14.53	\$0.00	\$64.50
	12/01/2026	\$41.86	\$9.40	\$14.53	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$34.50	\$9.40	\$16.59	\$0.00	\$60.49
	12/01/2023	\$35.13	\$9.40	\$16.59	\$0.00	\$61.12
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$34.50	\$9.40	\$14.53	\$0.00	\$58.43
	12/01/2023	\$35.13	\$9.40	\$14.53	\$0.00	\$59.06
	06/01/2024	\$36.33	\$9.40	\$14.53	\$0.00	\$60.26
	12/01/2024	\$37.53	\$9.40	\$14.53	\$0.00	\$61.46
	06/01/2025	\$38.78	\$9.40	\$14.53	\$0.00	\$62.71
	12/01/2025	\$40.02	\$9.40	\$14.53	\$0.00	\$63.95
	06/01/2026	\$41.32	\$9.40	\$14.53	\$0.00	\$65.25
	12/01/2026	\$42.61	\$9.40	\$14.53	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.86	\$13.58	\$15.10	\$0.00	\$67.54
	12/01/2023	\$39.81	\$13.58	\$15.10	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$38.33	\$13.58	\$15.10	\$0.00	\$67.01
	12/01/2023	\$39.28	\$13.58	\$15.10	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2020	\$22.44	\$11.07	\$6.50	\$0.00	\$40.01
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
	12/01/2023	\$34.38	\$9.00	\$16.59	\$0.00	\$59.97
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$37.72	\$13.58	\$15.10	\$0.00	\$66.40
	12/01/2023	\$38.67	\$13.58	\$15.10	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.41	\$10.35	\$18.00	\$0.00	\$66.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - *ROOFER - Local 248*

Effective Date - 07/16/2023

Effective Date - 07/16/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.05	\$10.35	\$0.00	\$0.00	\$33.40
2	65	\$24.97	\$10.35	\$18.00	\$0.00	\$53.32
3	70	\$26.89	\$10.35	\$18.00	\$0.00	\$55.24
4	75	\$28.81	\$10.35	\$18.00	\$0.00	\$57.16
5	80	\$30.73	\$10.35	\$18.00	\$0.00	\$59.08
6	85	\$32.65	\$10.35	\$18.00	\$0.00	\$61.00
7	90	\$34.57	\$10.35	\$18.00	\$0.00	\$62.92
8	95	\$36.49	\$10.35	\$18.00	\$0.00	\$64.84

Notes:

Steps are 750 hrs.Roofer(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.33	\$13.58	\$15.10	\$0.00	\$67.01
	12/01/2023	\$39.28	\$13.58	\$15.10	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	06/01/2023	\$37.72	\$13.58	\$15.10	\$0.00	\$66.40
	12/01/2023	\$38.67	\$13.58	\$15.10	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98	06/01/2023	\$35.10	\$13.58	\$15.10	\$0.00	\$63.78
	12/01/2023	\$36.05	\$13.58	\$15.10	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.15	\$4.79	\$4.76	\$0.92	\$29.62
2	50	\$21.28	\$5.32	\$5.29	\$1.03	\$32.92
3	55	\$23.40	\$5.85	\$5.82	\$1.13	\$36.20
4	60	\$25.53	\$6.38	\$6.35	\$1.23	\$39.49
5	65	\$27.66	\$6.92	\$6.88	\$1.33	\$42.79
6	70	\$29.79	\$7.45	\$7.41	\$1.44	\$46.09
7	75	\$31.91	\$7.98	\$7.94	\$1.54	\$49.37
8	80	\$34.04	\$8.51	\$15.42	\$1.64	\$59.61
9	85	\$36.17	\$9.04	\$15.95	\$1.74	\$62.90
10	90	\$38.30	\$9.58	\$16.48	\$1.85	\$66.21

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.71	\$4.79	\$4.76	\$0.92	\$30.18
2	50	\$21.90	\$5.32	\$5.29	\$1.03	\$33.54
3	55	\$24.09	\$5.85	\$5.82	\$1.13	\$36.89
4	60	\$26.28	\$6.38	\$6.35	\$1.23	\$40.24
5	65	\$28.47	\$6.92	\$6.88	\$1.33	\$43.60
6	70	\$30.66	\$7.45	\$7.41	\$1.44	\$46.96
7	75	\$32.85	\$7.98	\$7.94	\$1.54	\$50.31
8	80	\$35.04	\$8.51	\$15.42	\$1.64	\$60.61
9	85	\$37.23	\$9.04	\$15.95	\$1.74	\$63.96
10	90	\$39.42	\$9.58	\$13.92	\$1.85	\$64.77

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 669	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.34	\$8.22	\$0.00	\$0.00	\$29.56
2	50	\$23.72	\$8.22	\$0.00	\$0.00	\$31.94
3	55	\$26.09	\$11.45	\$7.20	\$0.00	\$44.74
4	60	\$28.46	\$11.45	\$8.35	\$0.00	\$48.26
5	65	\$30.83	\$11.45	\$8.35	\$0.00	\$50.63
6	70	\$33.20	\$11.45	\$8.60	\$0.00	\$53.25
7	75	\$35.57	\$11.45	\$8.60	\$0.00	\$55.62
8	80	\$37.94	\$11.45	\$8.60	\$0.00	\$57.99
9	85	\$40.32	\$11.45	\$8.60	\$0.00	\$60.37
10	90	\$42.69	\$11.45	\$8.60	\$0.00	\$62.74

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN	07/02/2023	\$48.01	\$12.50	\$14.41	\$0.00	\$74.92
ELECTRICIANS LOCAL 7	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 07/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.20	\$6.90	\$1.44	\$0.00	\$27.54
2	45	\$21.60	\$6.90	\$1.44	\$0.00	\$29.94
3	50	\$24.01	\$11.50	\$7.99	\$0.00	\$43.50
4	55	\$26.41	\$11.50	\$7.99	\$0.00	\$45.90
5	65	\$31.21	\$11.50	\$9.92	\$0.00	\$52.63
6	70	\$33.61	\$11.50	\$11.20	\$0.00	\$56.31

Effective Date - 12/31/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.60	\$7.05	\$1.47	\$0.00	\$28.12
2	45	\$22.05	\$7.05	\$1.47	\$0.00	\$30.57
3	50	\$24.51	\$11.75	\$8.07	\$0.00	\$44.33
4	55	\$26.96	\$11.75	\$8.07	\$0.00	\$46.78
5	65	\$31.86	\$11.75	\$10.03	\$0.00	\$53.64
6	70	\$34.31	\$11.75	\$11.34	\$0.00	\$57.40

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/10/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$22.34	\$0.00	\$64.50
2	60	\$36.80	\$11.49	\$22.34	\$0.00	\$70.63
3	70	\$42.94	\$11.49	\$22.34	\$0.00	\$76.77
4	80	\$49.07	\$11.49	\$22.34	\$0.00	\$82.90
5	90	\$55.21	\$11.49	\$22.34	\$0.00	\$89.04

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$22.31	\$0.00	\$65.01
2	60	\$37.45	\$11.49	\$22.31	\$0.00	\$71.25
3	70	\$43.69	\$11.49	\$22.31	\$0.00	\$77.49
4	80	\$49.94	\$11.49	\$22.31	\$0.00	\$83.74
5	90	\$56.18	\$11.49	\$22.31	\$0.00	\$89.98

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER	06/01/2023	\$47.58	\$9.40	\$17.97	\$0.00	\$74.95
LABORERS - FOUNDATION AND MARINE	12/01/2023	\$48.83	\$9.40	\$17.97	\$0.00	\$76.20
	06/01/2024	\$50.31	\$9.40	\$17.97	\$0.00	\$77.68
	12/01/2024	\$51.78	\$9.40	\$17.97	\$0.00	\$79.15
	06/01/2025	\$53.28	\$9.40	\$17.97	\$0.00	\$80.65
	12/01/2025	\$54.78	\$9.40	\$17.97	\$0.00	\$82.15
	06/01/2026	\$56.33	\$9.40	\$17.97	\$0.00	\$83.70
	12/01/2026	\$57.83	\$9.40	\$17.97	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.70	\$9.40	\$17.97	\$0.00	\$71.07
	12/01/2023	\$44.95	\$9.40	\$17.97	\$0.00	\$72.32
	06/01/2024	\$46.43	\$9.40	\$17.97	\$0.00	\$73.80
	12/01/2024	\$47.90	\$9.40	\$17.97	\$0.00	\$75.27
	06/01/2025	\$49.40	\$9.40	\$17.97	\$0.00	\$76.77
	12/01/2025	\$50.90	\$9.40	\$17.97	\$0.00	\$78.27
	06/01/2026	\$52.45	\$9.40	\$17.97	\$0.00	\$79.82
	12/01/2026	\$53.95	\$9.40	\$17.97	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2023	\$37.72	\$13.58	\$15.10	\$0.00	\$66.40
	12/01/2023	\$38.67	\$13.58	\$15.10	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2023	\$55.81	\$9.40	\$18.42	\$0.00	\$83.63
	12/01/2023	\$57.06	\$9.40	\$18.42	\$0.00	\$84.88
	06/01/2024	\$58.54	\$9.40	\$18.42	\$0.00	\$86.36
	12/01/2024	\$60.01	\$9.40	\$18.42	\$0.00	\$87.83
	06/01/2025	\$61.51	\$9.40	\$18.42	\$0.00	\$89.33
	12/01/2025	\$63.01	\$9.40	\$18.42	\$0.00	\$90.83
	06/01/2026	\$64.56	\$9.40	\$18.42	\$0.00	\$92.38
	12/01/2026	\$66.06	\$9.40	\$18.42	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2023	\$57.81	\$9.40	\$18.42	\$0.00	\$85.63
	12/01/2023	\$59.06	\$9.40	\$18.42	\$0.00	\$86.88
	06/01/2024	\$60.54	\$9.40	\$18.42	\$0.00	\$88.36
	12/01/2024	\$62.01	\$9.40	\$18.42	\$0.00	\$89.83
	06/01/2025	\$63.51	\$9.40	\$18.42	\$0.00	\$91.33
	12/01/2025	\$65.01	\$9.40	\$18.42	\$0.00	\$92.83
	06/01/2026	\$66.56	\$9.40	\$18.42	\$0.00	\$94.38
	12/01/2026	\$68.06	\$9.40	\$18.42	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2023	\$47.88	\$9.40	\$18.42	\$0.00	\$75.70
	12/01/2023	\$49.13	\$9.40	\$18.42	\$0.00	\$76.95
	06/01/2024	\$50.61	\$9.40	\$18.42	\$0.00	\$78.43
	12/01/2024	\$52.08	\$9.40	\$18.42	\$0.00	\$79.90
	06/01/2025	\$53.58	\$9.40	\$18.42	\$0.00	\$81.40
	12/01/2025	\$55.08	\$9.40	\$18.42	\$0.00	\$82.90
	06/01/2026	\$56.63	\$9.40	\$18.42	\$0.00	\$84.45
	12/01/2026	\$58.13	\$9.40	\$18.42	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2023	\$49.88	\$9.40	\$18.42	\$0.00	\$77.70
	12/01/2023	\$51.13	\$9.40	\$18.42	\$0.00	\$78.95
	06/01/2024	\$52.61	\$9.40	\$18.42	\$0.00	\$80.43
	12/01/2024	\$54.08	\$9.40	\$18.42	\$0.00	\$81.90
	06/01/2025	\$55.58	\$9.40	\$18.42	\$0.00	\$83.40
	12/01/2025	\$57.08	\$9.40	\$18.42	\$0.00	\$84.90
	06/01/2026	\$58.63	\$9.40	\$18.42	\$0.00	\$86.45
	12/01/2026	\$60.13	\$9.40	\$18.42	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2023	\$33.75	\$9.40	\$16.59	\$0.00	\$59.74
	12/01/2023	\$34.38	\$9.40	\$16.59	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	06/01/2023	\$33.75	\$9.40	\$14.53	\$0.00	\$57.68
	12/01/2023	\$34.38	\$9.40	\$14.53	\$0.00	\$58.31
	06/01/2024	\$35.58	\$9.40	\$14.53	\$0.00	\$59.51
	12/01/2024	\$36.78	\$9.40	\$14.53	\$0.00	\$60.71
	06/01/2025	\$38.03	\$9.40	\$14.53	\$0.00	\$61.96
	12/01/2025	\$39.27	\$9.40	\$14.53	\$0.00	\$63.20
	06/01/2026	\$40.57	\$9.40	\$14.53	\$0.00	\$64.50
	12/01/2026	\$41.86	\$9.40	\$14.53	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

"General Decision Number: MA20230010 09/01/2023

Superseded General Decision Number: MA20220010

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

Counties: Berkshire, Franklin, Hampden and Hampshire Counties in Massachusetts.

HEAVY CONSTRUCTION PROJECTS; AND MARINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023
2	02/03/2023
3	03/03/2023
4	03/24/2023
5	03/31/2023
6	07/14/2023
7	07/21/2023
8	07/28/2023
9	09/01/2023

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRMA0001-005 02/01/2023

SPRINGFIELD CHAPTER

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CEMENT		
MASONS; PLASTERERS; STONE		
MASONS; MARBLE, TILE &		
TERRAZZO WORKERS.....	\$ 48.76	32.27
BRICKLAYERS; CEMENT		
MASONS; STONE MASONS;		
MARBLE, TILE & TERRAZO.....	\$ 41.96	29.80

BRMA0001-007 02/01/2023

SPRINGFIELD/PITTSFIELD CHAPTER
BERKSHIRE COUNTY

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CEMENT		
MASONS; PLASTERERS; STONE		
MASONS; MARBLE, TILE &		
TERRAZZO WORKERS.....	\$ 48.76	32.27

CARP0056-004 08/01/2022		

	Rates	Fringes
DIVER TENDER.....	\$ 52.15	34.10
DIVER.....	\$ 68.70	35.57

CARP0056-009 08/01/2020		

	Rates	Fringes
PILEDRIVERMAN.....	\$ 49.07	35.57

CARP0336-005 03/01/2023		

FRANKLIN COUNTY (Erving, Orange, North Orange, and Warwick)

	Rates	Fringes
CARPENTER.....	\$ 39.76	25.86

CARP0336-010 03/01/2023		

BERKSHIRE

	Rates	Fringes
CARPENTER.....	\$ 39.72	25.86

CARP0336-012 03/01/2023		

HAMPDEN; HAMPSHIRE; AND FRANKLIN (Remainder of County)

	Rates	Fringes
CARPENTER.....	\$ 39.76	25.86

CARP1121-004 01/02/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 39.18	31.18

ELEC0007-002 07/02/2023

HAMPDEN (Except Chester & Holyoke); HAMPSHIRE (Belchertown, Ware)

	Rates	Fringes
ELECTRICIAN.....	\$ 48.01	27.71

ELEC0007-003 07/02/2023

BERKSHIRE; FRANKLIN; HAMPDEN (Chester, Holyoke); HAMPSHIRE (Except Belchertown, Ware)

	Rates	Fringes
ELECTRICIAN.....	\$ 48.01	27.71

ENGI0098-007 12/01/2016

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 33.68	23.96+A
Group 2.....	\$ 33.37	23.96+A
Group 3.....	\$ 33.15	23.96+A
Group 4.....	\$ 32.54	23.96+A
Group 5.....	\$ 29.92	23.96+A
Group 6.....	\$ 28.80	23.96+A
Group 7.....	\$ 26.86	23.96+A
Group 8.....	\$ 305.95	23.96+A
Group 9.....	\$ 230.69	23.96+A
Group 10.....	\$ 35.17	23.96+A
Group 11.....	\$ 38.18	23.96+A
Group 12.....	\$ 39.68	23.96+A
Group 13.....	\$ 40.68	23.96+A
Group 14.....	\$ 41.68	23.96+A
Group 15.....	\$ 43.18	23.96+A

HAZARDOUS WASTE PREMIUM \$2.00

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

Group 8 and Group 9 are per day wages.

A. Paid Holidays: New year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Shovels; crawlers and truck cranes including all tower; self-propelled hydraulic cranes 10 tons and over; draglines; clam shells; cableways; shaft hoists; mucking machines derricks; backhoes; bulldozers; gradalls; elevating graders; pile drivers; concrete pavers; trenching machines; front end loaders- 5 1/2 cu yds and over; dual drum paver; automatic grader-excavator(C.M.I. or equal); scrapers towing pan or wagon; tandem dozers or push cats(2 units in tandem); shotcrete machine; tunnel boring machine; combination backhoe/loader 3/4 cu yd hoe or over; jet engine dryer; tree shredder; post hole digger; post hole hammer; post extractor; truck mounted concrete pump with boom; roto-mill; Grader; Horizontal Drilling Machine; John Henry Rock Drill and similar equipment.

Group 2: Rotary drill with mounted compressor; compressor house (3 to 6 compressors); rock and earth boring machines (excluding McCarthy and similar drills); front end loaders 4 cu yds to 5 1/2 cu yds); forklifts-7 ft lift and over 3 ton capacity; scraper 21 yds and over (struck load); sonic hammer console; reclaimers road planer/milling machine; cal tracks; ballast regulators; rail anchor machines; switch tampers, asphalt pavers; mechanic; welder and transfer machine.

Group 3: Combination backhoe/loader up to 3/4 cu yd; scrapers up to 21 cu yd (struck load, self propelled or tractor drawn); tireman; front end loaders up to 4 yds; well drillers; engineer or fireman on high pressure boiler; self-loading batch plant; well point operators electric pumps used in well point system; pumps, 16 inches and over (total discharge); compressor, one or two 900 cu ft and over; powered grease truck; tunnel locomotives and dingys; grout pumps; hydraulic jacks; boom truck; hydraulic cranes-up to 10 ton.

Group 4: Asphalt rollers; self-powered rollers and compactors; tractor without blade drawing sheepsfoot roller; rubber tire roller; vibratory roller or other type of compactors including machines for pulverizing and aerating soil; york rake.

Group 5: Hoists; conveyors; power pavement breakers; self-powered concrete pavement finishing machines; two bag mixers with skip; McCarthy and similar drills; batch plants (not self loading); bulk cement plants; self-propelled material spreaders; three or more 10 KW light plants; 30 KW or more generators; power broom.

Group 6: Compressor (one or two) 315 cu ft to 900 cu ft; pumps 4 inches to 16 inches (total discharge).

Group 7: Compressors up to 315 cu ft; small mixers with skip; pumps up to 4 inches; power heaters; oiler; A-frame trucks; forklifts-up to 7 ft. lift and up to 3 ton

capacity; hydro broom; stud welder.

Group 8: Truck crane crews

Group 9: Oiler

Group 10: Master Mechanic

Group 11: Boom lengths over 150 feet including jib

Group 12: Boom lengths over 200 feet including jib

Group 13: Boom lengths over 250 feet including jib

Group 14: Boom lengths over 300 feet including jib

Group 15: Boom lengths over 350 feet including jib

IRON0007-014 03/16/2023

BERKSHIRE (Becket, East Otis, Hinsdale, Monterey, New Marlboro,
North Otis, Otis, Peru, Sandisfield, Savoy, Sheffield,
Washington, Windsor); FRANKLIN; HAMPDEN; HAMPSHIRE

	Rates	Fringes
IRONWORKER.....	\$ 38.55	32.32

* IRON0012-003 07/01/2023

BERKSHIRE (Lee)

	Rates	Fringes
IRONWORKER.....	\$ 34.50	26.83

* IRON0012-004 07/01/2023

BERKSHIRE (Remainder of County)

	Rates	Fringes
Ironworkers:		
Sheeter.....	\$ 34.75	26.83
Structural, Ornamental, Reinforcing, Fence Erector, Machinery Mover, Rigger, Rodman, Stone Derrickman.....	\$ 34.50	26.83

LAB00022-002 12/01/2021

FRANKLIN (Orange, Warwick)

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59
GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 36.16	26.59
GROUP 6.....	\$ 37.41	26.59

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator; jackhammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar miner, ride-on motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Precast floor and roof, plank erector

GROUP 6: Asbestos Abatement, Toxic and Hazardous waste laborers

LAB00473-005 12/01/2021

FRANKLIN (Except Orange and Warrick); HAMPDEN and HAMPSHIRE COUNTIES (with the exception of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington)

Rates

Fringes

Laborers:

Group 1.....	\$ 30.37	24.64
Group 2.....	\$ 30.62	24.64
Group 3.....	\$ 31.12	24.64
Group 4.....	\$ 31.37	24.64
Group 5.....	\$ 24.50	24.64
Group 6.....	\$ 32.37	24.64

LABORERS CLASSIFICATIONS

Group 1: Carpenter tenders, cement finisher tenders, laborers, wrecking laborers

Group 2: Asphalt rakers, fence and guard rail erectors, laser beam operator, mason tender, pipelayer, pneumatic drill operator, pneumatic tool operator, wagon drill operator

Group 3: Air track operator, block pavers, rammers, curb setters

Group 4: Blasters, powdermen

Group 5: Flaggers

Group 6: Asbestos abatement, toxic and Hazardous waste laborers

LAB00473-006 12/01/2021

BERKSHIRE; HAMPSHIRE COUNTIES (the towns of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington only)

	Rates	Fringes
Laborers:		
Group 1.....	\$ 30.37	24.49
Group 2.....	\$ 30.62	24.49
Group 3.....	\$ 31.12	24.49
Group 4.....	\$ 31.37	24.49
Group 5.....	\$ 24.50	24.49
Group 6.....	\$ 32.37	24.49

LABORERS CLASSIFICATIONS

Group 1: Carpenter tenders, cement finisher tenders, laborers, wrecking laborers

Group 2: Asphalt rakers, fence and guard rail erectors, laser beam operator, mason tender, pipelayer, pneumatic drill operator, pneumatic tool operator, wagon drill operator

Group 3: Air track operator, block pavers, rammers, curb setters

Group 4: Blasters, powdermen

Group 5: Flaggers

Group 6: Asbestos abatement, toxic and Hazardous waste laborers

LAB01421-002 12/01/2021

	Rates	Fringes
Laborers:		
Group 1.....	\$ 41.33	27.37
Group 2.....	\$ 42.08	27.35
Group 3.....	\$ 42.33	27.35
Group 4.....	\$ 37.33	27.35
Group 5.....	\$ 40.43	27.35
Group 6.....	\$ 41.33	27.37

Group 1: Adzeman, Wrecking Laborer.

Group 2: Burners, Jackhammers.

Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic ""Brock"" Type Hammer Operators, Concrete Cutting Saws.

Group 4: Yardman (Salvage Yard Only).

Group 5: Yardman, Burners, Sawyers.

Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0035-010 07/01/2023

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 36.93	31.10
Spray, Sandblast.....	\$ 38.33	31.10
REPAINT:		
Bridge.....	\$ 55.51	35.10
Brush, Taper.....	\$ 33.75	31.10
Spray, Sandblast.....	\$ 35.65	31.10

PLUM0004-003 03/01/2023

FRANKLIN (Orange)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 51.50	28.07

PLUM0104-004 09/17/2022

BERKSHIRE (Becket, Otis, Sandisfield); FRANKLIN (Except Monroe, Rowe, and the Western part of Charlemont); HAMPDEN; HAMPSHIRE

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 44.96	28.40

FOOTNOTE:

A. Two paid holidays, Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer

PLUM0104-009 09/17/2022

BERKSHIRE (Except Otis, Becket, Sandisfield); FRANKLIN (Monroe, Rowe and the Western part of Charlemont)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 44.96	28.40

FOOTNOTE FOR PLUMBERS & STEAMFITTERS:

A. Paid holidays: Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer.

TEAM0379-001 06/01/2023

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 38.78	31.86+a+b
Group 2.....	\$ 38.95	31.86+a+b
Group 3.....	\$ 39.02	31.86+a+b
Group 4.....	\$ 39.14	31.86+a+b
Group 5.....	\$ 39.24	31.86+a+b
Group 6.....	\$ 39.53	31.86+a+b
Group 7.....	\$ 39.82	31.86+a+b

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE

TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE

HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

IFB # 2024-10C
SEPTEMBER 20, 2023

Anniversary Hill Park Trail and Utility Corridor

TECHNICAL SPECIFICATIONS

SECTION 01000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION OF WORK

- A. Contractor shall provide control of site access and activities, mobilize personnel and equipment to the project site, install erosion controls, provide maintenance of the project area and facilities in existing condition or better, and coordinate with the Engineer as required by the specifications or as deemed necessary by the Engineer.
- B. The contractor shall keep a record set of prints on which he is to record all approved changes and/or additions to the work made to meet field conditions. This set of drawings is to be given to the Owner at the completion of their work for their use.
- C. Substantial Completion shall be attained by June 15, 2024, and Final Completion by June 30, 2024.

1.03 REGULATORY REQUIREMENTS

- A. Contractor shall act as the Owner's agent in compliance with the U.S. EPA's NPDES Stormwater General Permit for Construction Sites and shall file a Notice of Intent for coverage under the Stormwater General Permit. The Owner has prepared a Stormwater Pollution Prevention Plan (SWPPP) for the project which will be provided to the Contractor at the time of contract award. The Contractor shall keep the SWPPP at the jobsite and shall maintain and update the SWPPP throughout the length of the project. The Stormwater General Permit may require additional erosion and sedimentation controls not addressed in this Section. These shall be provided, maintained, and removed by the Contractor at no additional cost to the Owner.

1.04 QUALITY CONTROL

- A. General:
 - 1. Protection: Site safety is the Contractor's responsibility. Comply with all applicable regulations and safety orders in effect at the place of construction. Protect this and adjacent properties from all damage due to this operation. Protect open excavations, trenches, etc., with fences, covers or railings as required to maintain safe pedestrian and vehicular traffic. Maintain safe and efficient vehicular travel along the public thoroughfares which may be affected by this project.

2. Responsibility: The Contractor is responsible for the finished condition of their Work. Notify the Owner promptly in writing if any conditions exist which are contrary to requirements. Restore street pavements, walks, curbs, gutters, trees, etc., that may be damaged in the performance of the Work in a manner prescribed by any authorities having jurisdiction.

1.05 CODES AND STANDARDS

- A. All work and materials shall conform to the latest applicable sections under the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2023 edition, as amended, hereinafter referred to as the "Standard Specifications", as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.
- B. All work and materials shall be in full accordance with the latest rules, regulations, and safety orders of state, county, city, municipality, and utility laws, rules and regulations. Nothing in these Plans and Specifications shall be construed to permit work not conforming to the above.
- C. When the Specifications call for material or construction of better quality or larger size than is required by the above-mentioned codes and standards, then the provisions of the Specifications shall take precedence over the requirements of said codes and standards. If there is any direct conflict between the above-referenced codes and standards and Plans or Specifications, the codes and standards shall govern. Contractor shall furnish, without extra charge, any additional material and labor when required to comply with these codes and standards, even though the work is not mentioned in the specifications or shown on the Plans.
- D. Inspection, protection and maintenance of the project area facilities shall be ongoing by the Contractor throughout the life of the project. The Contractor shall provide all labor, materials, and equipment necessary to maintain the project facilities during the period of this contract.

1.06 COMPLIANCE WITH BUY AMERICA ACT

- A. This project shall comply with the federal Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52.
- B. As required by the Act, the construction of this Project must comply with the following:
 1. All iron and steel must be produced in the United States;
 2. All manufactured products must be produced in the United States; and.
 3. All construction materials must be manufactured in the United States.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

3.01 SITE ACCESS

- A. Contractor shall familiarize themselves with access ways and easements to all work sites. Plans depict or note approximate property boundaries.
- B. Temporary barricades or gates across the access points to active work areas must be in place when the Contractor does not have personnel on site and at all other times as necessary to protect the public.

3.02 STAGING AREAS

- A. With the City's permission, Contractor may establish (a) staging area(s) on City property, as shown on the drawings. Contractor may install supplemental security fencing at their option. Staging areas shall be restored to original condition at the completion of the project. Any Contractor/private agreement to establish a staging area must be provided to the City prior to the start of work.
- B. Contractor may request other staging area(s) on City-owned property but final approval rests solely with the City. The Contractor shall fence any staging area with minimum 6' high chain link fence if not already adequately fenced.

3.03 ACCURACY OF DATA

- A. Site data given herein and on the Plans are based upon existing available information and accuracy is not guaranteed. All property and easement lines are approximate only. Any questions regarding property ownership should be brought to the attention of the City for resolution prior to the execution of work. Contractor shall not use or disturb adjacent private property without written authorization from the legal property owner and approval from the City.

3.04 EXISTING UTILITIES

- A. The Contractor shall verify on site, the location and depth (elevation) of all utilities and services before excavation. Contractor shall call the regional Dig-Safe number, 811, and local utilities a minimum of 72 business hours prior to any ground disturbing operations as required by Massachusetts' Excavation Safety regulations.

3.05 EXISTING IMPROVEMENTS

- A. Except as specified in other sections, Contractor shall maintain, reconstruct, replace or repair, or cause to be reconstructed, replaced or repaired at their own expense, all existing utilities, walls, roads, driveways, fences, services, and other structures or improvements of whatever nature, which are in the line of construction or which may be damaged, removed, disrupted, or otherwise disturbed by the Contractor, whether shown on the Plans or not; and the Contractor shall leave all existing systems and utilities in a workable and operating condition at the end of the work, at their own expense and at no additional cost to the City, other than that provided for within the Landscape Work specification.

3.06 CARE OF EXISTING TREES AND VEGETATION

- A. Trees and vegetation outside work limits shall not be cut or damaged without the expressed approval of the Owner.

3.07 DAMAGE ALONG EASEMENTS AND PUBLIC THOROUGHFARES

- A. City representatives and Contractor shall meet on-site to assess and photo document the structural condition of adjacent primary access ways prior to initiation of Contractor activities.
- B. Contractor shall not block, prohibit, or restrict public access to adjacent private properties or driveways or to portions of the park not within the active work areas.

***** END OF SECTION *****

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.
- E. All references to the "Standard Specifications" refers to "Standard Specifications for Highways and Bridges of the Massachusetts Department of Transportation, 2023 Edition and all Addenda and revisions thereto".

1.02 INTENT OF WORK

- A. The Work of this Contract is to make site improvements to Anniversary Hill Park off Overlook Drive in Holyoke, MA.
- B. The Contractor is referred to the Contract Drawings, which, along with the Contract Documentation, define the required Work.

1.03 DESCRIPTION OF THE WORK

- A. **Project Location:** The Project is located in the forested area along the eastern edge of the City-owned Anniversary Hill Park in Holyoke, MA, along an approximately 2,000 linear foot corridor between the existing cell phone tower and the cul-de-sac at the end of Overlook Drive, as well as an approximately 1,000 linear foot corridor extending to Scott Tower (a historical stone lookout tower at the top of the hill which is not part of the Project). The Project area also includes a limited portion of Overlook Drive.
- B. **Project Owner:** City of Holyoke
- C. The work at Anniversary Hill Park consists of but is not limited to:
 - 1. Erection and maintenance of sedimentation and erosion controls.
 - 2. Selective demolition and site preparation.
 - 3. Tree removal and hazard pruning.
 - 4. Earthwork.
 - 5. Drainage improvements.
 - 6. Stone dust trail.

7. Cobblestone curb.
8. Installation of Owner-furnished benches and kiosk.
9. Installation/burial of electrical conduit and handholes.
10. Coordination with utility providers including electric, communications, and fiber optic.
11. Fencing, guard rail, and vehicular gate.
12. Bituminous concrete paving.
13. Pavement striping for parking area.
14. Seeding and planting.
15. Other work as detailed on the drawings and in the specifications.

1.04 USE OF PREMISES

- A. Except as otherwise outlined herein, the Contractor shall have full use of the available premises for construction operations, with the exception that areas outside of the limit of work and erosion control barriers shall be off limits to the Contractor's operations and shall continue to be open to use by the general public. Contractor's use of the available premises is limited only by the Owner's right to perform work or to retain other contractors to perform work.
- B. The Contractor shall provide all necessary and required temporary safety fencing or other means to limit pedestrian flow throughout the Project site. The site will be turned over to the Contractor upon initiation of work and will remain under the Contractor's control until final acceptance by the City of Holyoke.
- C. The Contractor shall provide, erect, maintain and remove "Area Closed" signage, acceptable to the Owner, that shall be erected at the perimeter of the available premises and maintained by the Contractor throughout the Project.
- D. The Contractor shall be responsible for coordinating and scheduling work with the City, protecting structures and other property outside the limits of work, and restoring the condition of all land and features disturbed by the work.

1.05 COORDINATION RESPONSIBILITIES:

- A. The Contractor shall coordinate the work of this contract with:
 1. The Owner, and any contractors or vendors employed by the Owner;
 2. The owner of the cell phone tower located on the Project site; and,
 3. Utility providers with overhead lines to be buried in the underground conduits provided by this work, including electrical, communications, and fiber optic.

1.06 SPECIAL PROVISIONS OF THE WORK

- A. Sediment and Erosion Control: Sediment and erosion control measures shall be deployed during construction as required by the permits. The Contractor shall perform all work required to furnish, install, maintain, remove, and lawfully dispose of siltation and sediment control measures necessary to protect all areas outside of the work area from siltation, sedimentation, or siltation damage or damage from other by-products of the Work.
- B. Site Access and Traffic Control: The Work of the Contract shall include all necessary measures to exclude public access (vehicles, bicyclists, pedestrians) from the work area. This shall include the provision of appropriate fencing, gates, signage, flagmen, and detours, as needed. Such users shall also be protected from construction traffic in areas when construction vehicles are entering or exiting the job site.

1.07 CONTRACT DRAWINGS

- A. The location and general character of the work are shown on the Contract Drawings. The work shall be constructed in accordance with said Drawings and such further working and detail plans as may be furnished from time to time by the City. Details shown on said Drawings are indicative of the types of structures required and are subject to revision, alteration, modification, and variation. Such revisions, alterations, modifications, or variations in said Drawings are as desirable in the opinion of the City, on account of conditions encountered or for other reasons, shall not be considered a variation of terms of this contract and the assent of the surety on the bond accompanying this contract to such revisions, alterations, modifications, or variations shall not be required.
- B. All said Plans, general and detail, and the Specifications shall be considered together, so that any work shown on the Plans, though not mentioned in this contract and any work mentioned in the contract, though not shown on the Plans, shall be executed by the Contractor as part of the performance of this contract. Figured dimensions shall prevail over scaled. All things which in the opinion of the City may fairly be inferred from the Drawings shall be executed by the Contractor as part of the contract, and the City shall be the sole judge as to whether the detail Drawings conform to the general Drawings.
- C. Plans, calculations, estimates of quantities, and any statements made in the Information for Bidders or otherwise as to the conditions under which the work shall be performed, are not guaranteed by the City to be correct or to be a complete representation of all existing data on the conditions affecting the work, and the Contractor agrees that he has made their own examination and will make no claim for damages on account of any errors, inaccuracies, or omissions that may be found. The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any plans, calculations, estimates of quantities, or any statements made in the Information for Bidders or otherwise as to the conditions under which the work is to be performed, and he shall report such discrepancy, error, or omission to the City in writing as soon as it comes to their knowledge, and before proceeding with work relating to such discrepancy, error, or omission.

Any correction or modification of the Plans or Specifications may be made by the City when necessary for the proper fulfillment of their purpose or for their proper interpretation. When there is a conflict between the Drawings and the Specifications, the City shall be the sole judge of which provision shall be controlling.

1.08 DEFINITIONS OF PARTIES REFERENCED IN SPECIFICATIONS

- A. References to the "City" or to the "Owner" within the Contract Documents and Technical Specifications shall mean the "City of Holyoke."
- B. References to the "Contractor" within the Contract Documents and Technical Specifications shall mean the entity legally contracted by the City of Holyoke to perform and complete the work of this Contract.
- C. References to the "Resident Engineer" within the Contract Documents and Technical Specifications shall mean the City employee(s) or Third Party retained by the City assigned to observe the work of the Contractor at the project site, which may be the Engineering Design Consultant.
- D. References to the "Engineer", "Engineering Design Consultant", the "Designer" or the "Consultant" within the Contract Documents and Technical Specifications shall mean the engineering firm contracted by the City of Holyoke to design the project and provide design services during construction. The Engineering Design Consultant is GZA GeoEnvironmental, Inc. of Springfield, MA.

1.10 POLICE DETAIL

- A. All traffic control and required police details shall be the responsibility of the Contractor and shall be provided at no additional cost to the Owner. Police detail is not a reimbursable expense and any claim thereto will be deemed invalid. These costs include any permits, traffic control appurtenances, police details, or other items necessary to ensure the protection of traffic and safety at the project site.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

*****END OF SECTION*****

SECTION 01200

PROJECT COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. CONTRACT DOCUMENTS: This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 SUMMARY

- A. The Contractor shall be required to attend meetings prior to and during execution of the Work, or as necessary to facilitate the smooth and orderly execution of the Work. All meetings shall be held at a location designated by the City.
- B. The Contractor shall conduct daily site safety briefings as necessary for Contractor and Subcontractor employees working the site, in compliance with OSHA rules.
- C. All meetings with the City (or its representative) shall be attended by the Contractor's Superintendent and other personnel having authority to legally bind Contractor to issues discussed and resolved during the meetings. The Contractor's subcontractor(s) may also be required to attend such meetings. Subcontractor attendance shall be at the discretion of the Engineer and/or the City.
- D. Formal meetings that require attendance by the Contractor are as follows:
 - 1. Pre-construction Conference.
 - 2. Utility Coordination Meetings.
 - 3. Construction Progress Meetings.
 - 4. Punch list Meeting.
 - 5. Closeout (Final Acceptance) Meeting.
 - 6. Other Special Meetings (as determined necessary by the City).
- E. The Contractor shall be required to attend all meetings ordered or requested by representatives of regulatory agencies with jurisdiction over the site or any aspect of the work being performed at the site, either by the Contractor or others.

1.03 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor shall not commence Work at the Site until a pre-construction conference has been held at the Site or another mutually agreed on location at which representatives of the Contractor, City, and City's Consultant are present. The pre-construction conference(s) will be arranged by the City and is

intended to establish lines of communication between the parties involved, establish project schedules, discuss proposed performance methods, and coordinate Work to be performed by subcontractors. The time and place of the pre-construction conference(s) shall be determined after the Contract has been executed by the Contractor and the City.

1.04 UTILITY COORDINATION MEETINGS

- A. The Contractor shall be required to attend coordination meetings with the owner of the cell phone tower and with representatives of the utility companies whose overhead lines will be relocated to the underground conduits installed by the Contractor. Utility companies include communications, fiber optic, and local electric utility. Relocation of the utility lines will be performed by utility companies and is not part of this Work.

1.05 PROGRESS MEETINGS

- A. The Contractor and all Subcontractors shall be required to attend such Progress Meetings as deemed necessary by the City (or its Representative) and/or Engineer at the work site. The purpose of these meetings is to coordinate the efforts of all Contractors and to update the City and Engineer with respect to progress, and resolve outstanding issues.
- B. Meetings will be held at a time to be determined by the City and/or its Engineer. These meetings shall be held once per week and shall be mandatory. Teleconferences may be held in lieu of physical meetings as appropriate.
- C. The Contractor shall be prepared to discuss progress, planned resolutions to problems and anticipated problems that could delay timely completion of the work. The Contractor shall bring to each meeting: updated schedule, daily work summaries, safety meeting minutes, weekly progress reports, and other pertinent information as requested by the City and/or its Engineer.
- D. The Contractor will record the meeting minutes and distribute them to the City, Engineer, Subcontractors, and Attendees.
- E. Immediately following each progress meeting where revisions to the Progress Schedule / Critical Path Schedule have been made or recognized (regardless of whether agreed to by each entity represented), the Contractor shall revise the Schedule. The Contractor shall reissue the revised Schedule concurrently with the report of each meeting, unless extensive revisions require a longer revision period, but in any case, reissue within 10 days after meeting. At intervals matching the preparation of payment requests, revise and reissue the Schedule to show actual progress of the work in relation to the latest revision of the Schedule.
- F. The City may waive individual Progress Meetings, as appropriate.

1.06 PUNCHLIST MEETING

Upon substantial completion of the project, the Contractor shall attend a "punch list" meeting with the Engineer and City. The purpose of this meeting shall be to discuss and list all items which require additional attention or work by the Contractor prior to final acceptance. A "punch list" memorandum will be prepared by the City documenting this meeting and provided to the Contractor.

1.07 CLOSEOUT (FINAL ACCEPTANCE) MEETING

Upon resolution of all items listed on the "punch list", the Contractor shall meet with the City and its Engineer at the Site to verify completion such that the City can issue final acceptance. At this meeting the Contractor shall provide to the City all outstanding documentation, records, spares, maintenance items, or other information and materials.

1.08 SPECIAL MEETINGS

- A. From time to time, the Contractor shall be required to attend Special Meetings on site as requested by the Engineer and/or the City. The purpose of these meetings is to address Contractor and/or thier Subcontractor's performance, schedule, change orders, modifications, alternatives, substitutions, safety, payment or other issues as they relate to the Work.
- B. Special meetings may also address issues regarding permits and permit conditions. The Contractor is referenced to the Permits issued by the various regulatory agencies for information regarding specific meeting requirements. Unscheduled meetings may also take place as part of site inspections or to deal with compliance issues.
- C. Special meeting may also include public meeting that could be held outside of normal working hours, at night and during weekends.

1.09 JOB SITE ADMINISTRATION

- A. The Contractor shall keep a competent and authorized supervisory representative at the Site during all working hours who shall act as the agent of the Contractor. The supervisory representative's responsibilities shall include ensuring all issues/questions raised by the City or the Engineer are addressed in a timely fashion. The Contractor shall provide the City with written notice if they intend to change their superintendent for the Project. The Contractor shall make every effort to maintain the same superintendent for the duration of the Project.
- B. The supervisory representative shall be a competent, English-speaking superintendent capable of reading and thoroughly understanding the Contract Documents, with full authority to fulfill the Contractor's duties and responsibilities on the job. If, in the opinion of the City, the supervisory representative, or any of their successors is incompetent, or otherwise not satisfactory, then the Contractor shall replace them upon written request by the City.
- C. The Contractor shall only employ competent workpersons on the job who have received training applicable to the nature and extent of the work they are employed to perform. Whenever the City notifies the Contractor in writing that, in his opinion, any workperson on the job, whether employed by the Contractor or any of his subcontractors, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such workperson shall be discharged from the contract Work and shall not be employed on it, except with the written consent of the City.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

*** END OF SECTION ***

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section specifies the general requirements and procedures for preparing and transmitting data to the Consultant and the City for information or review. Required submittals are specified herein as well as under applicable Sections of the Contract Specifications.
- B. All submittals shall be clearly identified by reference to Section Number, Paragraph, Drawing Number or Detail as applicable. Submittals shall be clear and legible and of sufficient size for presentation of data.
- C. The Contractor is required to revise and revise each submittal until it is accepted by the City.

1.02 CONTRACTOR'S DRAWINGS

- A. The Contract Plans and these Specifications show the general arrangement and such details as are necessary to provide a description of the Work to be performed.
- B. The Contractor shall prepare shop and working drawings, for temporary and permanent Work as required under the applicable Sections of the Contract Specifications, complete with all relevant calculations, descriptions, technical and performance data, as necessary to adequately perform the Work. The Contractor shall take responsibility for such drawings and for the safe and successful construction of the work.
- C. Shop drawings shall be presented in a clear and thorough manner, complete with respect to dimensions, design criteria, materials of construction, and like information to enable Consultant to review information as required.

1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit the overall project schedule no later than ten (10) working days after Notice to Proceed. The City will accept electronic submissions in lieu of hard copies.
- B. The overall project schedule shall be prepared in Gantt chart format. The schedule shall identify all major work items or activities, including material procurement, and shall provide an estimate of start date, duration, completion date, and float (if any) for each item or activity. The schedule shall identify dependencies among work items or activities and project milestones.
- C. Submit revised schedules with each Application for Payment, identifying changes since the previous version, and indicating status of all work items or activities.

1.04 SAMPLES

- A. Submit samples as necessary and as stipulated within each individual Section of these Specifications to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices, as necessary.
- B. Any samples shall be clearly identified as to material, manufacturer, any pertinent catalog numbers, and use for which intended, and shall be of sufficient size and quantity to clearly illustrate functional characteristics of item, with integrally related parts and attachment devices.

1.05 RELATED WORK SPECIFIED ELSEWHERE

Required submittals are listed under the relevant Sections of the Contract and Specifications. It shall be the Contractor's responsibility to read each Section and provide the submittals required therein.

1.06 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings and samples prior to submission. As submittals shall be submitted to the City electronically.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance to specifications.
- C. Coordinate each submittal with requirements of the Work and of Contract Documents. Notify Consultant and Owner in writing, at time of submission, of any deviations in submittals from requirements of Contract Documents. Any such deviations permitted by City will require modifications to the Contract Documents.
- D. The review of shop drawings, samples or product data by the City's Consultant will not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed solely by the Contractor. Review of submittals by the City, their Engineer or City's Consultant shall not relieve the Contractor of their responsibility.
- E. Begin no fabrication or work which requires submittals until submittals have been approved by the City.
- F. Transport sample materials to the City's requested location within the City of Holyoke.

1.07 SUBMISSION REQUIREMENTS

- A. Make submittals to the City promptly in accordance with approved schedule and in such sequence as to cause no delay in work. Allow ten (10) working days following receipt of submittal or resubmittal for review.
- B. At a minimum, submittals shall be provided electronically to the City, to the Engineer, and (in duplicate) to the City's Consultant. Additional requirements for the number of hard copies (if any) of each submittal are contained in the specific Specification sections.
- C. Shop Drawings: Shop Drawings shall be submitted as necessary to the City and the City's Consultant for review and comment for the limited purpose of checking for conformance with information given in the design concept expressed in the Contract Documents. Shop drawings shall be prepared in accordance noted under Article 1.02 of this Section.
- D. In addition, submittals shall contain:
 - 1. Date and number of submission.
 - 2. Project title and number.
 - 3. Names of:
 - a. Contractor
 - b. Manufacturer/Supplier
 - 4. Identification of product, with specification section number.
 - 5. Field dimensions, clearly identified as such.
 - 6. Relation to adjacent or critical features of work or materials.
 - 7. Applicable standards, such as ASTM or other applicable federal or state regulations.

8. Identification of deviations from Contract Documents.
9. Identification of revisions on re-submittals.
10. Calculations and drawings certified and stamped by a Professional Engineer in the Commonwealth of Massachusetts, if required.

- E. Each submittal shall be numbered. The numbering system shall utilize the Section number to which the submittal pertains and then a sequential number designating the order of the submittal for that Section. For instance, the first submittal applying to Earthwork shall be numbered as 02200-1. The second submittal applying to Earthwork shall be numbered as 02200-2.
- F. Resubmission Requirements: Make any corrections, additions and/or changes in submittals required by the City, and re-submit revised editions. Revised submittals shall be designated with a revision number. For instance, the first revision to the second Earthwork submittal shall be numbered as 02200-2-Rev. 1. Resubmissions shall be complete submittals unless directed otherwise by the City.

1.08 CERTIFICATES

- A. When specified in individual Specification Sections, submit certification by the manufacturer, installation/application subcontractor.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certificates as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to the City.

1.09 CONSULTANT DUTIES

- A. The City's Consultant will review submittals only for general conformance to design concept of project and compliance with information given in Contract Documents. Review shall not extend to means, methods, sequences, techniques or procedures of performing the Work or to safety precautions or program incident thereto. Review of a separate item as such will not indicate approval of assembly in which item functions.
- B. The City's Consultant will return submittals to the Contractor with the Consultant's written opinion as to the general conformance of the submittal with the Contract Documents for distribution or for resubmission, if required by the Contract Documents and/or due to the Consultant's opinion of their non-compliance and/or incompleteness. The Consultant will normally respond to all submittals within five (5) working days from the date of receipt, but no later than two weeks from the date of receipt. Re-submittals required as a result of Consultant's review and comment shall be re-submitted promptly by the Contractor. Work shall not commence until all submittals related to it are submitted and accepted.
- C. The City's or the City's Consultant's review of submittals shall not relieve Contractor from responsibility for any deviations from Contract Documents unless Contractor has, in writing, called attention to such deviation at time of submission and has received written concurrence pursuant to Contract Documents to specific deviation, nor shall any concurrence in submittals.
- D. The Engineer or other City personnel may also perform submittal review duties, at the discretion of the City.

1.10 OWNER DUTIES

- A. The City will receive comments from the Consultant.
- B. The City will have the final authority to judge the adequacy of the Contractor's submittal and shall have final authority for approval or rejection.

1.11 REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
1. As permitting any departure from the Contract requirements;
 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials; or,
 3. As approving departures from details furnished by the City's Consultant, except as otherwise provided herein.
- B. The Contractor remains solely responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- C. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which the Consultant finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Contract Time, the Consultant may return the reviewed drawings without noting an exception.
- D. Submittals will be returned by the Consultant under one of the following codes:

Code 1 – “REVIEWED” – This code is assigned when there are no notations or comments on the submittal and the submittal is considered to generally meet the intent of the Contract Documents.

Code 2 – “REVIEWED AS NOTED” – This code is assigned when the submittal has comments or notation; however, confirmation of the notations and comments IS NOT required by the Contractor.

Code 3 – “REVIEWED AS NOTED/RESUBMISSION REQUIRED” - This code is assigned when a confirmation of the notations and comments IS required by the Contractor. This confirmation shall specifically address each omission and nonconforming item that was noted. The Contractor shall provide confirmation within 15 calendar days of the date of the Consultant's transmittal of the submittal review.

Code 4 – “REVISE AND RESUBMIT” - This code is assigned when notations and comments are extensive enough to require a re-submittal of the package. The re-submittal must address all comments, omissions and non-conforming items that were noted. The re-submittal is to be received by the Consultant within 15 calendar days of the date of the Consultant's transmittal requiring the re-submittal.

Code 5 – “REJECTED”- This code is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different product/manufacturer/vendor to meet the intent of the Contract Documents.

Code 6 – “RECEIPT ACKNOWLEDGED” - This code is assigned to acknowledge receipt of a submittal that is not subject to the Consultant's review rather it is being filed for record or informational purposes only.

- E. Re-submittals will be handled in the same manner as first submittals. On re-submittals, the Contractor shall identify all revisions made to the submittals, either in writing on the letter of transmittal or on the shop drawings by use of revision triangles or other similar methods. The re-submittal shall clearly respond to each comment made by the City's Consultant on the previous submission. Additionally, the Contractor shall direct specific attention to any revisions made other than the corrections requested by the City's Consultant on previous submissions.
 - C. Partial submittals may not be reviewed. The City's Consultant will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered "REJECTED" until resubmitted. The City's Consultant may at his option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
 - G. Repetitive Review
 - 1. Shop drawings and other submittals will be reviewed no more than twice at the City's expense. All subsequent reviews will be performed at times convenient to the City's Consultant and at the Contractor's expense, based on the Consultant's then prevailing rates. The Contractor shall reimburse the City for all such fees invoiced to the by the City's Consultant. Submittals are required until final acceptance by the City.
 - 2. Any need for more than one resubmission, or any other delay in obtaining the Consultant's review of submittals, will not entitle Contractor to extension of the Contract Time.
 - H. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least 7 working days prior to release for manufacture/fabrication.
 - I. When the shop drawings have been completed to the satisfaction of the City's Consultant, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the City's Consultant.
- 1.12 SUBMITTALS DURING THE PERFORMANCE OF THE WORK
- A. During the performance of the Work, the Contractor shall submit progress reports, as requested by the City or Consultant. Progress reports shall be submitted at the beginning of (or before) progress meetings (Section 01200 - Project Coordination and Meetings). Such reports shall contain:
 - B. A summary of Work activities occurring during the period covered by the report.
 - C. The type of materials and/or major equipment being installed by the Contractor and the total number of employees working in each category on that particular day.
 - D. The names of the subcontractors working and the type of materials and/or major equipment being installed by each together with the total number of employees working for each subcontractor on that particular day.
 - E. The excavation, compaction, and other equipment being used by the Contractor and each subcontractor.
 - F. A discussion of problems encountered and corrective actions taken.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not used.

*** END OF SECTION ***

SECTION 01563

TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. CONTRACT DOCUMENTS: This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials, and equipment necessary to complete the work of this Section, including, but not limited to the following:
 - 1. Locate and stake out tree protection zone (TPZ) as shown on the Contract Drawings. Because the site is forested, the TPZ will be considered to include all areas outside of the Limit of Work and as indicated for certain individual trees, as shown in the Contract Drawings.

1.03 TREE AND SHRUB PROTECTION MEETING

- A. Conduct a meeting at the Project site, after staking out the limit of work. Prior to mobilizing construction, the Owner's Representative and Contractor will meet to discuss tree protection preliminary staking and protection procedures. Contractor and Owner's Representative will walk the site and mark individual trees for protection and removal which may be impacted by the Work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart.

1. Height: 4 feet
2. Color: High-visibility orange, nonfading.

PART 3 - EXECUTION

3.01 SITE INVESTIGATION

- A. Contractor shall visit the site to determine the full extent of the tree protection work and any other matters that in any way affect the Work. Failure of the Contractor to acquaint themselves with all available information concerning conditions will not relieve them from responsibility for estimating the difficulty or the cost of the Work.

3.02 CARE OF EXISTING TREES

- A. Establish a Tree Protection Zone (TPZ) at the Limit of Work shown on the Drawings.
- B. All trees to remain shall be protected from damage for the duration of the project. Plastic Protection-Zone Fencing will be installed at the perimeter of Tree Protection Zones for individual trees identified for protection whose drip lines fall within the Work area. Vehicles, equipment, materials, soil stockpiles, and debris shall not be placed, operated or parked in the Tree Protection Zone(s).
- C. The Contractor shall be responsible for implementing tree protection as the Owner deems necessary to insure against damage to surrounding trees within or adjacent to the construction areas. Upon project completion and as a condition for the release of retainage, the project area will be subject to thorough inspection by the City. Any damage discovered to have been caused by the actions of the Contractor shall be corrected by the Contractor at no additional cost to the Owner. Severely damaged trees, or trees removed without the Forester's authorization, shall have their value assessed using the ISA method and the Contractor will be liable for these damages.
- D. Monitor construction activities to ensure no unnecessary damage is inflicted on the trees and the TPZ remains intact.
- E. No materials or vehicles are to enter or be stored in the TPZ.
- F. Ensure trees receive at least ½ inch of water per week when in full leaf. Water delivery can be through natural rainfall or manually with a watering truck or soaker hose.

3.03 ROOT PRUNING

- A. Damage to roots shall be reduced by root pruning prior to the project's start. Root pruning shall be accomplished by excavating the area at the edge of disturbances to identify location and density of roots system in construction area. Excavation shall be done with a supersonic air excavation device (Airscape),¹ by a certified arborist experienced in such operations. Roots less than 3 inches diameter shall be pruned at the trench edge closest to the tree. Consult with Owner if roots over three inches are encountered.

¹ An Airspade is device that removes soil at high air pressure to reveal the structure of the roots as they exist in the soil. Air is supplied by a 185 CFI towable compressor and emerges from a specially engineered nozzle. The air jet enters soil pores, where it rapidly expands and slows, blowing the pores apart while doing little or no damage to the roots.

*****END OF SECTION*****

SECTION 02050

EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION OF WORK

- A. Contractor shall furnish all labor, materials, equipment, supervision, and shall perform all operations required to complete the work shown on the Drawings, as directed by the Owner, as herein specified, and as required to properly complete the work.
- B. The work includes, but is not limited to, the following as outlined in these specifications or shown on the Contract Plans:
 - 1. Installation of erosion and sedimentation controls as shown on the plans and as necessary to prevent sediments from the project area from leaving the limit of work or entering the existing or proposed storm drain systems in the vicinity.
 - 2. Maintaining of erosion and sedimentation controls throughout the construction process.
 - 3. Remove erosion and sedimentation controls at the completion of the project or when directed by the Owner.
 - 4. Installation of Erosion Control Blankets at all disturbed slopes 3H:1V or steeper.
- C. All sedimentation and erosion controls shall comply with the terms of any environmental permits issued for this project.
- D. Stabilized Construction Entrances shall be installed as detailed on the drawings, at no additional cost to the Owner, where deemed necessary by the Engineer to prevent the tracking of mud, sediments, soil, or debris onto the public ways or onto surfaces unprotected by downgradient erosion and sedimentation controls.
- E. No sedimentation shall be allowed to impact pavements placed under this project. The Contractor shall employ whatever means and measures are required to prevent the deposition of sediments onto any pavement or pavement base courses or granular subbase courses placed under this contract. No soil or aggregate materials shall be placed or stockpiled on any pavement or pavement base courses or granular subbase courses placed under this contract.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02100 – Site Preparation and Demolition
- B. Section 02110 – Clearing, Grubbing, and Stripping
- C. Section 02200 -Earthwork
- D. Section 02500 -Paving and Surfacing
- E. Section 02720 – Drainage
- F. Section 02800 – Site Improvements
- G. Section 02970 - Landscape Work

1.04 QUALITY ASSURANCE

A. Codes and Standards:

1. All work and materials shall conform to the latest applicable sections under the state's various jurisdictions; the Standard Specifications for Highways and Bridges, Massachusetts Department of Transportation, 2023 Edition, as amended, hereinafter referred to as the "Standard Specifications"; as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.
2. All work and materials shall also be in full accordance with the latest rules, regulations, and safety orders of the State's Division of Industrial Safety OSHA, A.N.S.I. - A10.1 Safety Code for Building Construction, and all other state, county, city, municipality, and the utility laws rules, and regulations. Nothing in these Plans and Specifications shall be construed to permit work not conforming to the above.
3. When the Specifications call for material or construction of better quality or larger size than is required by the above-mentioned codes and standards, then the provisions of the Specifications shall take precedence over the requirements of said codes and standards. If there is any direct conflict between the above-referenced codes and standards and Plans or Specifications, the codes and standards shall govern.

1.05 SUBMITTALS

- A. Contractor shall submit shop drawings and/or catalog cuts and manufacturer's specifications for all materials required under this Section.
- B. Review by the Owner shall be general and shall not relieve the Contractor from the responsibility for the details of installation and dimension necessary for the proper construction of the work as required.
- C. The Contractor shall notify the Owner immediately of availability for specified material or delay of materials.

PART 2 - PRODUCTS

2.01 STRAW WATTLE

- A. Straw wattle shall consist of a three-dimensional tubular sediment control device typically used for perimeter control of sediment on and around construction activities. Basis of Design: American Excelsior Company, Premier Straw Wattle.
- B. Straw wattle casing shall be a seamless tube netting and shall have minimum dimensions of twelve inches (12") diameter when filled with the filtration media.
- C. Filtration media shall consist of certified weed free agricultural straw fibers.
- D. Stakes for anchoring of Straw wattle shall consist of hardwood, in lengths and quantities in conformance with Straw wattle manufacturer's recommendations.

2.02 CATCH BASIN PROTECTION

- A. Catch basin protection shall consist of an open-top geotextile bag that is specifically designed to hang underneath a storm grate to filter sediment-laden stormwater runoff.

2.03 EROSION CONTROL BLANKET

- A. The short-term single net erosion control blanket shall be a machine-produced mat of 100% agricultural straw with a functional longevity of up to 12 months. (NOTE: functional longevity may vary depending upon climatic conditions, soil, geographical location, and elevation). The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top side with a lightweight photodegradable polypropylene netting having an approximate 0.50 x 0.50 (1.27 x 1.27 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread.

The erosion control blanket shall meet requirements established by the Erosion Control Technology Council (ECTC) Specification and the US Department of Transportation, Federal Highway Administration's (FHWA) *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 Section 713.17 as a type 2.C Short-term Single Net Erosion Control Blanket*. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats.

Material Content

Matrix: 100% Straw Fiber 0.5 lbs/yd² (0.27 kg/m²)

Nettings: Top side only, lightweight photodegradable 1.5 lb/1000 ft² (0.73 kg/100 m²) approx. weight

Thread: Degradable

2.04 COMPOST FILTER SOCKS

- A. Compost filter socks shall be a continuous, tubular, biodegradable netting material, filled with compost as specified, designed to contain soil erosion and sediment by filtering soil particles from water moving off site into adjacent waterways or storm water drainage systems.

- B. Compost filter sock products shall be from an approved manufacturer, including:
 - 1. Filtrexx
 - 2. Diamond Sock
 - 3. Ultratech
 - 4. Or approved equal.
- C. Compost filter socks for silt fence replacement shall be delivered or made on site from certified materials from the approved manufacturer.
- D. Compost used for compost filter socks shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations, including time and temperature data indicating effective weed seed, pathogen and insect larvae kill. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow USCC TMECC guidelines for laboratory procedures:
 - 1. PH – 5.0-8.0 in accordance with TMECC 04.11-A, "Electrometric pH Determinations for Compost"
 - 2. Particle size – 99% passing a 2" sieve and a minimum of 60% greater than the 3/8" sieve, in accordance with TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification".
 - 3. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
 - 4. Material shall be relatively free (<1% by dry weight) of inert or foreign human-made materials.
 - 5. Compost product shall be of a manufacturer-approved type, as determined by testing procedures outlined by manufacturer. A copy of an approved report shall be kept on file.

2.05 OTHER MATERIALS

- A. Other materials required for completion of the work in this Section shall be of adequate quality and construction such that intended performance is satisfied.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Location and Type of Sedimentation Control Barrier: Temporary erosion and sedimentation controls shall be installed as shown on the plans, as necessary to control erosion, or as directed by the Engineer. Unless a specific type of Sedimentation Control Barrier is indicated on the plans or directed by the Engineer, the type of system shall be at the Contractor's option.
 - 1. Straw Wattle
 - a. Place straw wattle on top of existing grade, and stake down using wood stakes as per manufacturer's requirements.
 - b. In paved areas, straw wattle can be secured using rock bags, or other approved method.
 - 2. Compost Filter Sock
 - a. Compost filter socks will be placed at locations indicated on plans as directed by the engineer or landscape architect. Compost filter socks should be installed parallel to the base of the slope or other affected area, perpendicular to sheet flow. On slopes steeper than 3:1, or when sheet flow flows to the area from a parcel above the work zone, a second sock shall be constructed at the top of the slope in order to dissipate flows.

- b. If the compost filter sock is indicated in drawings to be left as a permanent filter or part of the natural landscape, it shall be seeded at time of installation for establishment of permanent vegetation. See Section 02970 "Landscape Work" for seed mix requirements.
- c. Compost filter socks may be used in direct flow situations within runoff channels not exceeding 3 feet in depth. Normally, 18" or 24" diameter compost filter socks should be used. See drawings for staking and other installation requirements.
- d. Where compost filter socks product deteriorates or fails, it will be repaired or replaced with a more effective alternative at no additional cost to the owner.

2. Silt Fence

- a. Height of silt barrier fence shall not exceed 36 inches.
- b. Posts are to be a maximum 10 feet apart, driven securely minimum 12 inches into ground. Splice fence only as detailed.
- c. Install fence in a dug trench 6 inches wide and 6 inches deep. Tuck fence into trench and backfill with the soil compacted over the fabric.
- d. When joints are necessary, filter fabric shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.
- e. Inspect fencing after each rainfall and make any required repairs immediately. Remove sediment deposits when they reach one-third the fence height.
- f. When fence is removed, any sediment deposits shall be dressed to conform to existing grade, fine-graded and seeded. In sodded areas, remove sediment completely.

B. Soil Stockpiling Specifications

- 1. Any area proposed for use as a stockpile site shall be reviewed and approved by the Engineer prior to its use.
- 2. Any excavated soil or sediment material and topsoil stockpiles shall be located and stabilized so as to minimize washing into wetland areas, waterways, or drainage systems.
- 3. Any stockpiles of potentially erodible soil which are to remain in place for more than two weeks shall receive temporary seeding and mulching and shall have an sedimentation control barrier (silt fencing or erosion logs) installed around the entire perimeter of the pile. Said sediment control barrier shall be in addition to any project perimeter barriers indicated on the Drawings.
- 4. Any stockpiles which show signs of erosion shall have additional mulch and seed placed on them until they have been considered stabilized by the Engineer.

C. Catch Basin Protection

- 1. Remove the grate from catch basin or drop inlet and install the geotextile filter bag in accordance with manufacturer's recommendations. Re-install grate into catch basin or drop inlet frame, ensuring that the grate is fully and securely seated.

D. Removal

- 1. Temporary erosion and sedimentation controls shall be removed from the site only after Immediate Stabilization of disturbed upgradient areas, as defined in Section 02970 - Landscape Work.

E. Maintenance

- 1. Areas of construction shall remain in a stable condition at the close of each construction day. Erosion controls shall be inspected at this time, and maintained or reinforced to meet the specifications given on the Drawings and in the Order of Conditions.

2. All construction areas shall be restored to original condition or better upon completion of the project.
3. During active construction, sedimentation control barriers shall be inspected at the close of each work day and after each rainstorm. Any breaches in the siltation barriers shall be repaired prior to the continuation of the work.
4. All erosion control devices shall be inspected regularly. Any entrapped silt shall be removed to an area outside the wetland buffer zone and resource areas, and sedimentation control barriers and other devices shall be replaced as necessary.
5. Erosion control devices shall remain in place until all disturbed surfaces have been stabilized with a vegetative cover or until the Engineer has authorized their removal. No additional payment will be made for cleaning or replacing.
6. All open trenches shall be filled and stabilized at the close of each workday.

F. Stabilized Construction Entrance (SCE)

1. Length - minimum of 50' (*30' for single residence lot).
2. Width - 10' minimum, should be flared at the existing road to provide a turning radius.
3. Geotextile fabric (filter cloth) shall be placed over the existing ground prior to placing stone.
4. Stone - crushed aggregate (2" to 3") or reclaimed or recycled concrete equivalent shall be placed at least 6" deep over the length and width of the entrance.
5. Surface water - All surface water flowing to or diverted toward construction entrances shall be piped through the entrance, maintaining positive drainage. Pipe installed through the stabilized construction entrance shall be protected with a mountable berm with 5:1 slopes and a minimum of 6" of stone over the pipe. Pipe has to be sized according to the drainage. when the SCE is located at a high spot and has no drainage to convey a pipe will not be necessary. Pipe should be sized according to the amount of runoff to be conveyed. a 6" minimum diameter pipe will be required.
6. Location - a stabilized construction entrance shall be located at every point where construction traffic enters or leaves a construction site. Vehicles leaving the site must travel over the entire length of the stabilized construction entrance.

3.02 ADDITIONAL EROSION AND SEDIMENTATION CONTROLS

- A. The erosion and sedimentation controls as shown on the drawings are the minimum measures required to mitigate the disturbance of soil at the site. The Contractor shall select, erect, maintain, and dispose of other sediment and erosion controls as necessary to meet the requirements of this Section, at no additional cost to the Owner.
- B. The Owner's Representative will make periodic inspections of the site and shall advise the Contractor of the need for additional erosion and sedimentation controls necessary to meet the performance standards of this Section.
- C. Additional erosion and sedimentation control necessary to address transient conditions on the site, such as following the placement of topsoil but prior to the establishment of grass cover, shall be provided by the Contractor as needed and at no additional cost to the Owner.

***** END OF SECTION *****

SECTION 02100

SITE PREPARATION AND DEMOLITION

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.
- E. All references to the "Standard Specifications" refers to "Standard Specifications for Highways and Bridges of the Massachusetts Department of Transportation, 2023 Edition and all Addenda and revisions thereto".

1.02 DESCRIPTION OF WORK

- A. **Work Included:** Provide labor, materials and equipment necessary to complete the work of this Section, including, but not limited to the following:
 - 1. Locate and stake out all construction and underground utilities.
 - 2. Install safety fencing, security fencing, signage, and erosion controls as required, as shown on the drawings, or as directed by the Owner.
 - 3. Perform all necessary clearing and grubbing operations.
 - 4. Remove, wholly or in part, and satisfactorily dispose of all foundations, bituminous concrete, signs, paving, curbs, structures, railings, trees, vegetation, trash and any other obstructions within the limit of work which are indicated for removal.
 - 5. Backfill any resulting holes, trenches, or pits.

1.03 SUBMITTALS

- A. Prior to the start of work, the Contractor shall submit a construction-phasing plan to the Owner's Representative for review and approval. The outline of this plan shall include the following information:

1. Description of the equipment to be used.
2. Description of general methodology to be used (i.e., pavement removal techniques, subgrade preparation, compaction, surfacing, etc.)
3. Identification of sequencing for areas to be disturbed and paved. The plan must identify which areas will be under existing conditions, unpaved, base coat and finish coat, at any one time.
4. General description of surface drainage and dust control.
5. General description of off-site trucking of removed material, source of asphaltic and concrete materials, etc.

1.04 QUALITY ASSURANCE

A. Codes and Standards

1. All work and materials shall conform to the Standard Specifications , as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.
2. All work and materials shall also be in full accordance with the latest rules, regulations, and safety orders of state, county, city, municipality, and utility laws, rules and regulations. Nothing in these Contract Documents shall be construed to permit work not conforming to the above.
3. Site clearing work and any required site demolition work shall be conducted in accordance with the applicable safety requirements of the State's Administrative code, the Associated General Contractors' Manual of Accident Prevention in Construction, latest edition, and the applicable requirements of the Building code, latest applicable edition.

B. Permits and Licenses

1. The Contractor shall secure all local permits required to complete the work and shall pay all charges and fees for same, without cost to the Owner, and give all notices necessary and incidental to the due and lawful prosecution of the work.
2. Contractor shall secure road occupancy permits from the City of Holyoke Department of Public Works (DPW) prior to working in or near the public streets affected by this project.

C. Ordinances and Protection

1. Conform to all federal, state, and local ordinances relating to the protection of the public and Contractor's personnel and the flow of traffic. Provide protection for persons and property throughout the progress of the work.
2. The limits of the project are indicated on the Contract Documents. The Contractor shall confine his operations within the limits of work as indicated.
3. Clearing and grubbing work shall not be commenced until all required temporary work such as fences, barricades, and required warning lights and apparatus and erosion control systems are furnished and installed.

D. Signage

1. The Contractor shall provide, erect, maintain and remove "Area Closed" signage acceptable to the Owner. Signs shall be of high visibility and shall be placed at a suitable frequency to effectively notify the public of the condition of the park.

1.05 LAYOUT WORK

- A. Perform required field layout work to establish lines, hubs, grade stakes, flag trees to be cut and other layout work necessary to construct the work.
- B. Grades, lines, levels and permanent markers:
1. Staking: Contractor shall employ a qualified individual or firm to be in responsible charge of staking services, to locate and stake out all new facilities. The staked location and alignment of the facilities shall be checked and approved by the Owner's Representative prior to any operations by the Contractor or their subcontractor. Acceptance or approval of the surveying by the Owner's Representative will not constitute relief of Contractor's responsibility for accuracy.
 2. Responsibility for Correctness: Contractor will be held responsible for the correctness of the layout and for establishing the location of any buried utility lines. In the event there is any conflict between actual conditions and the Contract Documents, Contractor shall notify the Owner's Representative immediately and shall not proceed with the work until directed by the Owner's Representative.
 3. Preservation of Markers: All stakes, boundary lines, corner markers, bench marks or survey markers, etc., which have been or may be established in any part of the site, shall be carefully preserved and respected by the Contractor and shall be restored at the Contractor's expense if lost or destroyed as a result of his operations.

1.06 LOCATION OF UNDERGROUND OBSTRUCTIONS

- A. The Contract Documents do not purport to show all objects existing on the site. The location of existing piping and underground utilities has been determined from the best available information. During construction the possibility of utilities other than those shown may be encountered or designated. In areas where it is necessary that exact locations of underground lines be known, the Contractor shall, at his own expense, furnish all labor and tools to either verify and substantiate or definitely establish the location of the lines. Before commencing the Work, verify with the Owner all objects to be removed.
- B. Locate and mark all underground pipelines and utilities within construction area.
- C. Contact Dig-Safe (1-888-DIG-SAFE) 72 business hours prior to commencing work.
- D. Contact Holyoke Water Works, Holyoke Department of Public Works, and Holyoke Gas and Electric for the location of their utilities.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Safety/Limit of Work Fencing: Safety/Limit of Work Fencing shall be minimum 4' high, and shall be orange or other highly visible color. Tenax Algan all-season fence, Conwed Plastics "Light Duty Fence, Geo-Text Fabricators, Inc., or equal.
- B. "Park Closed" signage shall be durable and high visibility, with contrasting background and lettering.

PART 3 - EXECUTION

3.01 SITE INVESTIGATION

- A. Contractor shall visit the site to determine the full extent of the site clearing and demolition work and any other matters that in any way affect the Work. Failure of the Contractor to acquaint himself with all available information concerning conditions will not relieve them from responsibility for estimating the difficulty or the cost of the Work.

3.02 ACCURACY OF DATA

- A. Site data given on the Contract Documents are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, and elevations, shall be finally governed by field conditions and the instructions of the Owner's Representative.

3.03 EXISTING UTILITIES

- A. The Contractor shall verify on site, the location and depth (elevation) of all utilities and services before excavation. The Contractor shall call the regional Dig-Safe number 1-888-Dig Safe, Holyoke Water Works, Holyoke Gas and Electric, and Holyoke Department of Public Works, , and other individual utility providers, as required to establish the location of existing subsurface utilities prior to starting ground disturbing activities.

3.04 EXISTING IMPROVEMENTS

- A. Except as specified in other sections, Contractor shall relocate, reconstruct, replace or repair, or cause to be relocated, reconstructed, replaced or repaired at his own expense, all existing utilities, walls, fences, pavements, services, and other structures or improvements of whatever nature, which are in the line of construction or which may be damaged, removed, disrupted, or otherwise disturbed by the Contractor, whether shown on the Contract Documents or not; and the Contractor shall connect, or cause to be connected, such utilities to existing systems and leave all in a workable and operating condition at their own expense.
- B. Contractor shall, at their own expense, construct, or cause to be constructed, temporary utilities to maintain continuous service to surrounding buildings and facilities and adjacent property owners.

3.05 SITE ACCESS

- A. Access to the site shall be via the public rights of way within the City of Holyoke.
- B. The Contractor is responsible for maintaining safety fencing as needed around the perimeter of the work area(s) and for protecting the public from the Contractor's actions and work areas.
- C. The Contractor shall condition all activities in order to provide for the continued use of the public

rights of way.

3.06 CARE OF EXISTING TREES

- A. See SECTION 01563 – TEMPORARY TREE & PLANT PROTECTION and SECTION 02110 CLEARING, GRUBBING AND STRIPPING.
- B. No trees or timber outside of the work area may be cut or damaged.
- C. All trees to remain shall be protected from damage by constructing suitable wood barriers or fences at, or near, the drip line of the tree. Vehicles, equipment, materials, and debris shall not be placed or parked in these areas.
- D. The Contractor shall be responsible for implementing tree protection as the Owner deems necessary to ensure against damage to surrounding trees within or adjacent to the construction areas. Upon project completion and as a condition for release of retainage, the project area will be subject to thorough inspection by the City of Holyoke. Any damage discovered to have been caused by the actions of the Contractor shall be corrected by the Contractor at no additional cost to the Owner. Damaged trees, or trees removed without the City's authorization, shall have their value assessed using the ISA method and the Contractor will be liable for these damages.
- E. At the start of the Project, Contractor shall review with the Owner the location of significant trees in close proximity to the work. These trees shall be protected with Safety/Limit of Work fencing as detailed on the Drawings and per Section 01563 – Temporary Tree and Plant Protection.

3.07 INSTALLATION OF SAFETY/LIMIT OF WORK FENCING

- A. Safety/Limit of Work Fencing shall be installed around all open excavations and around all other work as required to maintain safe pedestrian and vehicle traffic and as otherwise necessary to isolate the work from the public. Installation shall be as per manufacturer's standard installation instructions, using sound, hardwood stakes with minimum dimensions of 1" x 1" x 60" long, or metal stakes, spaced 12 feet maximum. Contractor shall maintain fencing throughout the life of the project.

3.08 CLEARING, GRUBBING, DEMOLISHING, AND DISPOSAL

- A. Demolish, raze, remove and dispose of all pavements, piping, structures, and other obstructions to new work, except operating utilities and those items for which other provisions have been made for removal and/or protection. Unless otherwise indicated, all materials shall become the property of the Contractor and shall be disposed of at an off-site location at no additional cost to the Owner.
- B. Contractor is to review all tree removals in the field with the Owner's Representative prior to removal. Disposal of all trees, branches, snags, brush, stumps, etc., resulting from the clearing and grubbing shall be the responsibility of the Contractor and shall be disposed of by chipping and grinding and removal from the property to a legal disposal area. No on-site burning will be allowed.
- C. All costs in connection with disposing of the material will be at the Contractor's expense. Material disposed of shall be in a manner that will avoid all hazards, such as damage to existing structures, construction in progress, trees and vegetation. The Contractor shall be responsible for compliance with all federal, state and local laws and regulations relative to the disposal. All liability of any nature resulting from the disposal of said material shall become the responsibility of the Contractor.

3.09 FILLING AND BACKFILLING

- A. Pits and depressions shall be filled with approved non-compressible material as soon as possible. Broken concrete, masonry, asphalt, or debris will not be permitted for filling of pits. See SECTION 02200 - EARTHWORK.

*****END OF SECTION*****

SECTION 02110

CLEARING, GRUBBING, AND STRIPPING

PART 1 - GENERAL

1.01 GENERAL PROVISION

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION

- A. The Contractor shall furnish all labor, material, tools and equipment and perform all operations necessary to cut and clear trees, remove surficial debris, grub up stumps including roots, and surficial stones, clear the site, and strip and stockpile organic topsoil prior to excavation work. This includes all currently downed trees within and adjacent to the work area or as specifically noted on the plans.
- B. The work shall consist of clearing, grubbing, removal and lawful off-site disposal of all vegetation, stumps, roots, and surficial debris from proposed areas of construction within the Site boundaries as shown on the Contract Drawings. In designated areas, trees denoted by the City are to be protected and to remain.
- C. The work shall further consist of stripping the topsoil from all areas where excavations will be made and from all areas where embankment will be regraded. The stripped topsoil shall be segregated, stockpiled, and protected for later reuse at the site as loam material. It is the intent of the Contract that stripped topsoil be re-used on site to the maximum extent possible.
- D. The Contractor shall conduct work in a manner that preserves from injury or defacement of all vegetation and objects designated by the City or its Engineer.
- E. The City and the Contractor shall cooperate to mark the limits of clearing and pre-mark certain trees within the project area which are NOT to be cut or otherwise disturbed, during a Tree and Shrub Protection Meeting on site. The Contractor shall coordinate with the City regarding this effort and then shall protect the marked trees from harm. See Specification Section 01563 TEMPORARY TREE & PLANT PROTECTION.
- F. Topsoil stripped from areas shall be stockpiled for use in restoring areas which will be loamed, seeded, and vegetated under final conditions. Topsoil shall be stockpiled in designated areas in such a way as to eliminate/reduce the need for re-handling of excess material which will not be used in loaming or site restoration.

1.03 SCOPE

- A. The general scope of all clearing, grubbing, and stripping shall be to execute all work necessary to prepare all areas on the site for further earthwork (excavation or embankment) or other construction. The Contractor shall clear and strip all areas where construction shall take place as shown on the Contract Plans, as well as any other areas necessary for the work of the Contract (with prior approval from the City or its Engineer). The Contractor shall grub all areas where soil excavation is proposed in the Grading Plans, and all areas where trees less than 12" DBH are removed.
- B. Clearing and Grubbing shall encompass all work necessary to remove all trees, vegetation, stumps and roots from the work areas as shown in the plans. Trees and vegetation outside the area of disturbance shall not be cleared, grubbed, or otherwise disturbed unless so noted on the plans.
- C. Stripping shall encompass all Work necessary to remove organic-containing topsoil from the work areas. The typical minimum depth of stripping shall be six inches (6"). This depth may be varied based on the extent of topsoil and root penetration. This work shall include the stockpiling of topsoil. Stockpiling shall be done in such locations and in such a manner as minimizes re-handling of excess stripped material. Areas outside the area of disturbance shall not be stripped or otherwise disturbed.
- D. Debris Removal and Restoration shall encompass all Work necessary to snag and remove all fallen trees and to remove standing dead and downed trees and brush and miscellaneous debris including but not limited to metal, plastic, paper, wood, fabric, or other deleterious materials inconsistent with a natural outdoor setting, within the work area. Clearing shall include removing and disposing of downed and dead trees, limbs and brush, cutting all standing dead trees and stumps flush with the ground surface and removing and disposing of the cut wood.

1.04 REQUIREMENTS

- A. All work shall comply with all codes, rules, regulations, laws, and ordinances of the City of Holyoke, the Commonwealth of Massachusetts, and all other authorities having jurisdiction within the Work area.
- B. All work shall commence after respective sedimentation and erosion control measures are in place to the satisfaction of the City and the Engineer. The Contractor remains solely responsible for the suitability and adequacy of any of the sedimentation and control materials, methods and procedures.
- C. The Contractor shall not burn trees, brush, stumps, and other ignitable materials.
- D. The Contractor shall obtain permission from the City or its Engineer prior to using storage areas within the Site boundaries for collection or stockpiling of surficial debris and/or topsoil. Stockpiles shall be in approved areas only, as shown on the Plans.
- E. Any clearing beyond the boundary limits indicated on the Drawings shall not be permitted without express permission from the City.
- F. The Contractor shall make all arrangements necessary for the disposal of cleared lumber, surficial debris, and other material collected during Site clearing. Debris materials shall be stockpiled at an approved on-Site location and lawfully disposed of off-site.
- G. The Contractor shall specifically coordinate with the City regarding the limits of clearing prior to the start of work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 PREPARATION

- A. The Contractor shall confirm with the Engineer those areas to be cleared, grubbed, and stripped and the location for the debris stockpiles for materials which will be disposed of off-site.
- B. The Contractor shall coordinate with the City to identify and protect trees which will not be cleared from the site. These trees shall be prominently marked.
- C. The Contractor shall locate, identify and protect sensitive areas (especially wetland areas, protected trees, forest areas, and any utilities) from damage during work.
- D. The Contractor shall protect bench marks, survey control points, and existing structures and utilities from damage or displacement.
- E. The Contractor's landscaping supervisor shall survey the site and, in coordination with the Engineer and/or the City, identify areas where invasive species are present. These areas shall be marked so that soil stripped from these areas will not be re-used or mixed with other topsoil. All such work shall be considered incidental and the cost shall be included in the unit price bid for these items.

3.02 CLEARING AND GRUBBING

- A. The Contractor shall clear, cut, or otherwise remove all trees and vegetation from the indicated areas. Identified trees and vegetation outside the indicated areas shall be protected. Fallen trees that cross the limit of work shall be removed in their entirety but stumps outside the work area may be left in place.
- B. The Contractor shall grub all areas where soil excavation is proposed in the Grading Plans, and all areas where trees under 12" DBH are removed. Roots of trees over 12" DBH may be left in place where they do not impact proposed grading and excavation.
- C. The Contractor shall remove surficial debris, vegetation, roots, and obstructions from all areas which will affect excavation and embankment operations on the Site. This shall include grubbing (removal) of all stumps and major subsurface root systems where roots exceed one inch in diameter, including existing dead stumps.
- D. The Contractor shall place all surficial debris into on-site stockpiles for off-site disposal at an approved disposal location. Transportation and disposal will be performed at the Contractors convenience after approval of the material for disposal and location of disposal.
- E. No burning shall be allowed. The Contractor may chip cleared trees to create wood chip mulch. This material can be used on site only if authorized by the City. The remaining material shall be lawfully disposed of off-site.

3.03 STRIPPING OF TOPSOIL

- A. The Contractor shall strip all organic topsoil from all areas of proposed excavation and embankment operations and structure construction on the Site.
- B. The Contractor shall place all stripped organic upland topsoil into on-site stockpiles for storage until

reused in on-site loaming operations. The Contractor shall site the topsoil stockpiles based on the need to store the material until the final stages of the earthwork at the site. All stockpiles shall be protected against rain and shall have appropriate sediment and erosion controls placed around them. No topsoil shall be stockpiled in any location which drains directly into a reservoir, channel, or wetland.

- C. The topsoil stockpiles shall be sited, placed, and graded in such a way as to minimize re-handling necessary should excess topsoil be generated by stripping operations which is not needed for final loaming of the site. Excess material, if generated, shall be evenly spread and lightly compacted such that it matches existing site grades and provides for uniform drainage.

* * * END OF SECTION * * *

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.
- E. All references to the "Standard Specifications" refers to "Standard Specifications for Highways and Bridges of the Massachusetts Department of Transportation, 2023 Edition and all Addenda and revisions thereto".

1.02 SCOPE OF WORK

- A. The general scope of work shall be to perform all earthwork, including excavation, compaction, and grading, required for the Project. Any earthwork not specifically covered under this or other sections of the Contract Documents shall be considered incidental and shall be accomplished at no additional cost to the City.
- B. The Contractor shall furnish all labor, materials, equipment and incidental work to excavate and transport excavated materials on site (and imported materials), and to backfill excavations as necessary to complete the Work described herein, but not limited to the following.
 - 1. Stripping and separate stockpiling of topsoil, and other excavated soil to be reused on site. Removal and legal disposal of all excess excavated earth, demolition material, and other miscellaneous excavated materials not to be reused on site.
 - 2. Excavations within paved areas, and culvert in accordance with the Project Specifications and Contract Drawings.
 - 3. Supply, transport, placement and compaction, as required, of soil fill, base and subbase materials from on-site and off-site sources including ordinary borrow, gravel, crushed stone, borrow topsoil, geotextile fabric, and other soil materials in accordance with the drawings and these specifications.
 - 4. Rough and fine grading of all subgrades, intensive surface compaction, and compaction of existing materials and of fills, backfills and refills.
 - 5. Furnishing of all necessary screened borrow topsoil, screening and organic amending of onsite topsoil, spreading of screened onsite and borrow topsoil.

6. Dewatering by pumping, bailing and other acceptable means as necessary so that all earthwork and earthwork-related activities will be conducted "in the dry."
7. Employing and implementing all methods required to effectively control dust created by the Work of this and other Sections.
8. Obtaining all permits, licenses, and approvals of appropriate municipal and utility authorities, prior to commencing the Work of this and other Sections, and pay all cost incurred therefrom.
9. Cooperation with the Geotechnical Engineer conducting field and laboratory testing of compaction of fill materials and general earthwork observation activities.
10. Furnish all materials, equipment, and labor for excavation, subgrade preparation, necessary bedding materials, and compacted backfill.
11. No sedimentation shall be allowed to impact pavements or the stone dust trail placed under this project. The Contractor shall employ whatever means and measures are required to prevent the deposition of sediments onto any pavement or pavement base courses or granular subbase courses placed under this contract.

1.03 RELATED WORK

- A. The following is a list of related work items that shall be performed or furnished under other Sections of these Specifications as indicated
 1. All other Work of the Contract.
 2. Section 02100 Site Preparation and Demolition
 3. Section 02050 Erosion and Sedimentation Controls
 4. Section 02110 Clearing, Grubbing, and Stripping
 5. Section 02500 Paving and Surfacing
 6. Section 02800 Site Improvements
 7. Section 02970 Landscape Work
 8. Section 02720 Drainage

1.04 REFERENCES

- A. Massachusetts State Building Code, latest edition.
- B. The Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, latest edition.
- C. All Drawings and all other Sections of the Specifications.
- D. American Society for Testing and Materials (ASTM)
 1. C136 - Method for sieve analysis of fine and coarse aggregates.
 2. D422 - Standard Test Method for Particle-Size Analysis of Soils
 3. D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (Modified Proctor).
 4. D2487 - Standard Practice for Classification of Soils for Engineering Purposes
 5. D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 6. D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

- E. Occupational Safety and Health Administration (OSHA) Regulations, 29 CFR Part 1926 - Including, but not limited to, Excavations and Excavation Support, Current Revision.

1.05 SUBMITTALS

- A. The Contractor shall submit for review by Owner and Engineer, in writing, the following for review and shall not start earthwork activities until the entire submittal is acceptable to the Engineer.
 - 1. Proposed sequence of construction, names of subcontractors, methods of construction including equipment to be used, proposed locations of access routes and Contractor's facilities and staging areas within the Site.
 - 2. Sedimentation and Erosion control methods to be used in accordance with the provisions in the Project Specifications.
- B. The Contractor shall submit to the Engineer for evaluation the following:
 - 1. Samples: Provide to the Geotechnical Engineer representative soil samples (a minimum of 60 lbs) along with test results for submit grain size analysis and Modified Proctor Density test results for all off-site and on-site fill soils proposed for use on site at least seven (7) working days prior to intended use.
 - 2. Chemical lab test results for the onsite topsoil materials and any proposed borrow topsoil that includes Soil Organic Matter content. Chemical lab test results for any proposed soil amendments.
 - 3. Samples and specifications for geotextiles and other related materials at least ten (10) days prior to delivery.

1.06 BENCHMARKS, LINES, AND GRADES

- A. The Contractor shall employ, within the contract price, a Massachusetts-Registered Land Surveyor who shall perform the following work:
 - 1. Verify all locations, lines, grades, work lines, and other dimensioned points for the Work.
 - 2. Submit a written confirmation of locations of all building, roadway and parking area lines and grades, and any discrepancies between the conditions and locations as they actually exist and those indicated. Such confirmation shall bear the Surveyor's registration stamp.
- B. The word "subgrade" as used herein means the required surface of existing ground, final prepared ground after excavation, or compacted fill.

1.07 SUBSURFACE SOIL DATA

- A. After obtaining the approval of the Owner, perform any additional subsurface explorations deemed necessary at no additional cost to the Owner.
- B. The Contractor shall carefully examine the site and all conditions affecting the Work under this Section. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions as indicated in the Contract Documents, or obvious from observation at the site.

1.08 SITE DRAINAGE AND DEWATERING

- A. Upon mobilizing at the site, the Contractor shall assume responsibility for site and subsurface drainage and shall maintain such drainage during the length of their Contract, at all times protecting and maintaining the existing subsurface conditions in adjacent areas. Temporary measures should

include, but not be limited to, construction of drainage ditches and berms to divert and/or reduce the amount of surface water flowing over exposed subgrades during construction.

- B. The Contractor shall obtain all proper permits (as part of the contract price) and legally remove by pumping, draining, bailing or other means acceptable to the Engineer, all water which may accumulate or be found on the site within the work areas, where excavation and grading are to be performed. Maintain at all times upon the Work sufficient and satisfactory pumping equipment, including stand-by equipment and utilize said equipment to dewater work zones/excavations such that all earthwork specified herein is conducted "in the dry."
- C. Water from excavations shall be disposed of in a manner so as not to cause injury to public health, public or private property, existing Work, the Work completed or in progress, surface roads, walks and streets. Water and earthwork shall not cause any interference with the use of the undisturbed portions of the property. Discharge of pumped water shall be in accordance with applicable discharge permits if required.
- D. The Contractor is advised that groundwater levels within the work area may be high and that surface water and groundwater control may be required. Lateral and/or upward seepage through existing and proposed slope faces and subgrades could be expected. The Contractor shall provide, at his own expense, adequate drainage and/or dewatering methods and facilities such that groundwater seepage will not adversely affect the construction product, procedures, nor cause excessive disturbance of underlying natural ground.

1.09 EXCAVATION CLASIFICATIONS

- A. Earth Excavation or "Excavation" consists of removal of materials encountered to the subgrade elevations and contours indicated on the Drawings and subsequent reuse or disposal of the materials removed. All excavation is unclassified.
- B. Unauthorized Excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Geotechnical Engineer or as directed in the Project Drawings and Specifications. Unauthorized excavation, as well as remedial work directed by the Geotechnical Engineer to correct unauthorized excavation shall be at the Contractor's expense.
- C. Additional Excavation:
 - 1. When excavation in trail and culverted areas has reached the required subgrade elevations/contours, notify the Engineer who will observe the subgrade conditions.
 - 2. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the Geotechnical Engineer.

1.10 EXCAVATION

- A. The Contractor shall perform all excavations of every description and of whatever substances encountered, in a manner as required to allow for performance of the Work as specified in the Contract Documents and to permit access for the purpose of observing the work. Bottoms of trenches and excavations shall be protected from frost and shall be firm, dry and in an acceptable condition to receive new work; work (fill and structures) shall not be placed on frozen soil nor shall work be placed on wet or unstable surfaces.
- B. All excavations made in open cuts will be controlled by the conditions existing at the various locations. In no case shall earth be excavated or disturbed by machinery so near to the finished subgrade for structures and utilities as to result in the disturbance of the earth below the subgrade.

- C. Common Excavation after Stripping: Excavation of soil material from within the project site both by machine and hand will occur after topsoil has been stripped. The work of this item shall include handling and temporary stockpiling of material. If found to be suitable, some or all of the material will be reused as backfill on the fill areas or elsewhere at the project site. If found not to be suitable, the material shall be removed from the site and lawfully disposed of by the Contractor.
- D. Legal Off-Site Disposal of Common Spoil: Handling, dewatering, transportation, and lawful off-site disposal of excess soil material, common, organic, or otherwise, excavated from under upland areas and which is judged not needed or not appropriate for use at the project site.

1.11 PERMITS, CODES, AND SAFETY REGULATIONS

- A. All work shall conform to the Specifications and shall comply with applicable codes, permits, orders of conditions and regulations.
- B. Comply with all rules, regulations, laws, permits and ordinances of all authorities having jurisdiction. All labor, materials, equipment, and services necessary to make the work comply with such requirements shall be provided without additional cost to the Owner.
- C. Comply with the provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., and the requirements of OSHA, United States Department of Labor.
- D. The Contractor shall not close or obstruct any public street, sidewalk, or passageway, except as authorized by the Owner. The Contractor shall conduct his operations to avoid possible conflict with the public's use of roads, driveways, sidewalks, or other facilities near enough to the work to be affected thereby. When it is necessary that public access to portions of roads, driveways, sidewalks or other facilities near enough to the work be temporarily restricted, the Contractor shall provide barricades, fences, signs, markings, personnel, police details or other devices or directions necessary to guide or direct pedestrian and vehicular traffic which may pass near or approach work areas.

1.12 PROJECT CONDITIONS

- A. The Contractor shall perform the following Work relating to the project conditions at the site:
 - 1. Visit the Site to review all details of the Work and working conditions and to verify dimensions in the field including interferences from adjacent structures. Notify the Owner in writing of any discrepancy before performing any work.
 - 2. Be responsible for any damage caused by construction activities, including but not limited to damage to existing structures, roadways, and utilities, and shall repair any damage to the satisfaction of the Geotechnical Engineer or Owner and at no cost to the Owner.

1.13 FROST PROTECTION AND SNOW REMOVAL

- A. The Contractor shall, at its own expense, keep the operations under this Contract clear and free of accumulations of snow within the limits of ongoing construction at the Site as required to carry out the Work.
- B. The Contractor shall not place fill over frozen soils. Frozen soils shall be removed prior to fill placement.
- C. The Contractor shall protect the subgrade beneath existing and new structures and pipes from frost penetration when freezing temperatures are expected

PART 2 - PRODUCTS

2.01 FILL MATERIALS

- A. All off-site material brought to the site shall be free of contaminants. The Contractor shall identify the source of the material and provide results of environmental testing performed on a representative sample of the material from each source. Testing shall be required for each 500 CY of each type of material from each source of material. Environmental testing shall include the following: Total Petroleum Hydrocarbons (TPH) by ASTM D3328/EPA Method 8100, Polynuclear Aromatic Hydrocarbons (PAH) by EPA Method 8270, and metals (RCRA 8) by EPA Methods 6010/7471A. Such testing shall be considered incidental to the earthwork items and performed at no additional cost to the City.
- B. All fill shall be free from ice, snow, roots, sod, rubbish, and other deleterious or organic matter. Gradation requirements for fill materials shall meet the requirements described below. Grain size analyses of all proposed fill materials shall be performed in accordance with ASTM D422.
- C. Off-site granular material, including crushed stone products, imported for use shall have characteristics as stated below. The type of granular fill used in specific locations at the site shall be as shown on the Contract Drawings or as specified by the City.
 - 1. Gravel Borrow: A clean, well-graded sand and gravel mixture free from frozen materials, vegetation, and other deleterious materials: MassDOT Spec, Section M1.03.0.
 - 2. Free Drainage Sand Borrow: A clean, well-graded sand and gravel mixture free from frozen materials, vegetation, and other deleterious materials: MassDOT Spec, Section M1.04.01.
 - 3. Dense graded crushed stone: Dense graded crushed stone used for subbase: MassDOT Spec, Section M2.01.7.
 - 4. Processed Gravel for Base Courses and Subbase: A clean, well graded crushed gravel mixture free from frozen material, vegetation, and other deleterious materials: MassDOT Spec, Section M1.03.1.
 - 5. Ordinary Fill: Ordinary fill free from frozen material, vegetation, and other deleterious materials: MassDOT Spec, Section M1.01.0.
 - 6. 1 1/2-inch Crushed Stone: A clean, narrowly graded mixture of angular crushed stone ranging from 1 to 2 inches in size, with 100% passing through a 2-1/4-inch sieve 0 to 5 percent passing through a 3/4-inch sieve
 - 7. 3/8 inch minus Crusher Fines: compactible, crushed aggregate material ranging in size from 3/8" stone to stone dust, suitable for trail construction according to Forest Service Accessibility Guidelines. Stone dust material shall consist purely of crushed stone of sound, angular durable particles. See section 311514 Crushed Stone and Stone Dust Paving for specific requirements and gradation.
 - 8. 3/4-inch Crushed Stone: A clean, crushed gravel mixture free from frozen material, vegetation, and other deleterious materials: MassDOT Spec M2.01.4.
 - 9. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve. Riprap: Riprap shall be sound, durable rock which is angular in shape. Rounded stones, boulders, sandstone or similar soft stone or relatively thin slabs will not be acceptable. Each stone shall weigh not less than 50 lb and at least 75% of the volume shall consist of stones weighing not less than 500 lb each. The

remainder of the stones shall be so graded that when placed with the larger stones the entire mass will be compact.

10. Modified Rock Fill: hard, durable angular-shaped stones sized 2.5-8 inches, as specified in MassDOT M2.02.4. Placed to form a mass with a minimum of voids, in locations where erosion damage may be caused by water.
11. Field Stone: Straight-edged stone with flat but not necessarily rectangular faces, with a depth at least 1-1/2 times the rise, and a length on the face at least twice the rise: MassDOT Spec M9.04.4
12. On Site Topsoil:

Suitable on-site topsoil shall be used first. On-site topsoil shall be taken from stockpiles of previously salvaged topsoil or directly relocated. Topsoil shall not be taken from a depth greater than 10 inches from the existing ground elevation. Suitable material shall generally consist of loose, friable, sandy loam, or loam topsoil, free of admixture of subsoil, refuse, stumps, rocks, brush, weeds and other materials which will prevent the formation of a suitable seed bed. No stones in excess of one and one-quarter inch (1-1/4") in diameter will be tolerated. The Contractor shall rake, screen or otherwise sort topsoil to remove deleterious material.

The topsoil shall contain at least 5%, but not more than 20%, organic material as determined by the loss during ignition of oven-dried samples. Test samples shall be dried to a constant weight at a temperature of 221°F ± 5°F. Topsoil shall be amended with well-cured compost as necessary to achieve minimum 10% organic content.

Topsoil shall not have greater than 500 ppm salt.

1. Borrow Topsoil: Borrow Topsoil shall consist of fertile, friable, natural topsoil, reasonably free of stumps, roots, stiff clay, stones larger than ½ inch diameter, noxious weeds, sticks, brush, or other litter, and shall otherwise meet the requirements of Subsection M1.07.0 of the Standard Specifications for Highways and Bridges, MassDOT. Borrow topsoil shall have a minimum Soil Organic Matter (SOM) content of 5.0 percent.
2. On-Site Topsoil / Topsoil Borrow Testing Requirements

All topsoil and/or loam shall, at the Contractor's expense, be subjected to a Standard Soil Test with Organic Matter which shall include reporting of the following parameters: pH, Buffer pH, Extractable Nutrients, Extractable Heavy Metals (e.g. Lead), Cation Exchange Capacity, Percent Base Saturation, Percent Organic Matter, and Total Soil Nitrogen. The laboratory test results shall provide recommendations for nutrient and pH adjustments.

A minimum of one test shall be performed on each distinct on-site topsoil or off-site loam source. A standard soil test shall be performed for every 500 CY of topsoil or loam used at the site.

Soil testing shall be performed at the University of Massachusetts Soil and Plant Tissue Testing Laboratory or other approved accredited testing laboratory.

Chemical Parameters

Organic Matter 5-8% (% Dry Weight)
pH -5.0 to 7.3 (pH Units)

3. Other Soil Materials

Other soil materials proposed for use at the site shall meet Massachusetts Highway Department specifications. The Engineer shall have sole authority to authorize the use of alternative soil materials. No additional payment shall be made for substituted materials.

4. Unsuitable Materials

Unsuitable materials shall include organics, wood, trash, plastic, metal, and other materials designated as such by the Engineer. Determination of suitability of materials for use.

2.03 GEOTEXTILE FABRIC

- A. Geotextile Fabric for use as shown on the Drawings, shall be Mirafi 140N or approved equivalent, unless otherwise specified on the drawings, in which case the material indicated on the drawings shall govern.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Grades, both existing and finished, are indicated on the Drawings. The City is not responsible for existing grades shown on the Drawings. The Contractor shall check all areas wherein grades are shown to satisfy themselves as to actual conditions. The Contractor shall be responsible for establishing all control points and marks necessary for the work. Precautions shall be taken to preserve the materials outside the lines of the limit of work in the most undisturbed condition possible. The Contractor shall:
1. Contract a RLS to identify and verify all required lines, levels, contours, and datum.
 2. Notify the City in writing of unanticipated subsurface conditions and discontinue affected work in area until notified to resume.
 3. Protect plant life, grassed areas and other features remaining as a portion of final landscaping.
 4. Verify fill materials to be reused are acceptable.

3.02 PROTECTION OF ADJACENT WORK

- A. Protect all adjacent structures, from damage by excavation work, including structures, foundations, utilities, and pavements to remain. All damage caused by the Contractor's operations shall be repaired to their original or equivalent condition at no additional cost to the Owner.
- B. Grade excavation tops to prevent surface water run-off into excavations and onto adjacent properties to the extent practicable. Provide straw wattles and compost socks in accordance with the Project Drawings and Specifications.
- C. The work area shall be graded, shaped, and otherwise drained in such a manner as to avoid soil erosion, siltation or drainage channels or damage to existing vegetation and property.
- D. Protect plant life and grassed areas and other features outside of anticipated excavation limits.

3.03 CLEARING AND GRUBBING

- A. Clearing and grubbing shall be performed in accordance with the Drawings and Specifications. See Specification Section 02110 CEARING, GRUBBING, AND STRIPPING.

3.04 GENERAL EXCAVATION

- A. Perform excavation as required within the limits of the Work as indicated on the Contract Drawings and as specified herein. The Engineer will be present to observe the Work as it progresses, and will be the sole judge as to the suitability of site soils for the proposed construction.
- B. The Contractor shall excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- C. The Contractor shall slope all banks unless properly shored. In no case should slope height, slope inclination, or excavation depth, exceed those specified in local, State and Federal safety regulations. Specifically, the current OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926 should be followed.

The Contractor's "responsible person", as defined in 29 CFR Part 1926, will evaluate the soil exposed in the excavations as part of the Contractor's safety procedures and establish a minimum lateral distance from the crest of the slope for all vehicles and impressed loads such as, but not limited to, spoil piles. Likewise, the Contractor's "responsible person" will establish protective measures for exposed slope faces.

- D. The Contractor shall correct all unauthorized or non-OSHA-compliant excavations at no additional cost to the Owner.

3.05 SUBGRADE PREPARATION

- A. Pathway Pavement Subgrade Preparation
 - 1. Beneath proposed trails/pathways, remove existing vegetation and pavement.
 - 2. Remove topsoil, subsoil, and applicable thickness of underlying soil to accommodate recommended stone dust pavement base and subbase layers.
 - 3. Subgrades shall undergo intensive surface compaction as described above.
 - 4. Notify Landscape Architect/Engineer when excavations have reached the required subgrade.
 - a) If Landscape Architect/Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - b) Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities at no cost to Owner.

3.06 DISTURBANCE OF EXCAVATED AND FILLED AREAS DURING CONSTRUCTION

- A. The Contractor shall take the necessary steps to avoid disturbance of subgrade during excavation and backfilling operations. Methods of excavation and backfilling shall be revised as necessary to avoid disturbance of the subgrade.
- B. Temporary working mats of crushed stone or Structural Fill may be required for protection of exposed subgrade if the subsurface soils become disturbed during excavation activities. Disturbed soil shall be recompacted in place or over-excavated and replaced with a minimum of one foot of compacted Select Fill if the subgrade is dry, or six inches of "3/4-inch Crushed Stone" if the subgrade is wet, in order to stabilize the subgrade. Depending on the condition of the in-situ soils, a layer of filter

fabric similar to a layer of filter fabric (MassDOT M.9.50.0, Type I) may be required between the underlying material and "Crushed Stone". Costs of removal of disturbed material and replacement with compacted Structural Fill or crushed stone shall be borne by the Contractor.

3.07 FILLING AND BACKFILLING

- A. Backfill Material Selection: Unless otherwise specified or directed, material used for all filling and backfilling shall meet the requirements specified under Products (Part 2).
- B. All backfill placed within fill slope areas shall be Select or Structural Fill or other as specified in the Project Specifications, dependent on the fill location, whichever is more stringent. Suitable on-site materials (existing fill and sand) may be used in lieu of Structural Fill provided they can be placed and compacted as required herein. Place backfill to a maximum loose lift thickness that does not exceed 12 inches. The maximum loose lift thickness shall be decreased based on the equipment used in order to attain the required degree of compaction. Maintain backfill material with a uniform moisture content within two percent of the optimum moisture content as determined by ASTM D1557.
- C. Just prior to placing backfill, the areas shall be cleaned of all excess construction material and debris and the bottom of excavations shall be in a thoroughly compacted condition.
- D. The finished subgrade of the fills and filled excavations upon which structures or pavements are to be constructed or upon which topsoil is to be placed, shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition. The storage or stockpiling of materials on finished subgrade will not be permitted.
- E. Uniform smooth grading of all areas to be graded, as indicated and as directed, including excavated and filled sections, embankments, slopes and adjacent transition areas, and all areas disturbed as a result of the Contractor's operations, shall be accomplished. The finished surfaces shall be reasonably smooth, compacted and free from surface irregularities.
- F. Do not place frozen soils, nor place fill over frozen soils.
- G. All excess earth and rock materials generated as a result of the Work required to complete this Contract shall be entirely removed from the site and legally disposed of off-site.

3.08 COMPACTION

- A. Except as otherwise specified or directed, place and compact materials to the specified density in continuous horizontal layers not exceeding a loose lift thicknesses of 12 inches. The Contractor shall be solely responsible for attaining the required degree of compaction and shall adjust lift thicknesses or use alternative compaction equipment to demonstrate that the required compaction is achieved.
- B. Placement of fill below and adjacent to structures and pavement shall be performed in horizontal loose lifts not exceeding 12 inches in thickness and compacted with vibratory equipment. The maximum loose lift thickness shall be decreased based on the equipment used in order to attain the recommended degree of compaction. Should vibrations due to compaction equipment become an issue immediately adjacent to the existing building, compaction may be accomplished with static rolling with small hand-operated equipment depending on the nature of the soils.
- C. The degree of compaction shall be based on the maximum dry density as determined by ASTM Test D-1557. The recommended minimum compaction is specified below for different areas.

Fill Area

Percent of Maximum
Dry Density

Below Structures (footings, slabs, walls)	-	95%
Behind retaining walls	-	95%
Pavement/Sidewalk/Exterior Slab Base and Subbase	-	95%
Pavement Base and Subbase	-	95%
Below Pavement Subbase	-	92%
Utility Trenches (within 1½ feet of surface)	-	95%
Utility Trenches (more than 1½ feet below surface)	-	92%
Areas of General Landscape	-	90%

D. Moisture Control

1. Fill that is too wet for proper compaction shall be disced, harrowed, or otherwise dried to a proper moisture content to allow compaction to the required density. If fill cannot be dried within 24 hours of placement, it shall be removed and replaced with drier fill.
2. Fill that is too dry for proper compaction shall receive water uniformly applied over the surface of the loose layer. Sufficient water shall be added to allow compaction to the required density. Water shall be provided as needed by the Contractor at his own expense.

3.09 TOLERANCES

A. Unless indicated otherwise in the Drawings or Specifications, tolerances shall be as follows:

1. Surface of Exposed Subgrade: Plus or minus one inch (1").
2. Top of Topsoil: Plus or minus [one-half inch (1/2")].
3. Top Surface of Backfill Under paved areas: Plus or minus 1/2-inch) from required elevations.

3.10 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape and compact prior to further construction.
- C. Protect excavations to prevent cave-in or loose soil from falling into excavation. Observe OSHA standards for trenching and excavation.
- D. The areas surrounding the work site shall be kept clean and free of excavated soil at all times. Every effort shall be made to prevent excavated soil from migrating from the work site.

3.11 FIELD QUALITY CONTROL

- A. The Engineer will perform testing and analyses of all fill materials. Fill material proposed for use on site shall be tested in accordance with ASTM D422, ASTM D1557, and other applicable references. Only washed sieves are allowed.
- B. The Engineer will observe fill placement, and earthwork activities for conformance with the Drawings and Specifications.
- C. The Engineer will perform in-place compaction density testing in accordance with ASTM D6938, at no cost to the Contractor. The Contractor shall allow access to the work at all times for the Engineer to perform the required testing. Any corrective work required as a result of such tests, such as additional compaction, or a decrease in the thickness of layers, shall be performed by the Contractor at no additional expense to the Owner.

- D. Frequency of in-place density tests will be as necessary as determined by the Engineer. Field density tests will not be performed in the Crushed Stone; however, compaction of these materials shall be performed in the presence of the Geotechnical Engineer.
- E. If the Engineer is not satisfied that backfill/compaction methods are being carried out in an orderly, controlled manner and/or field density tests indicate Work does not meet specified requirements, The Contractor shall remove Work (or recompact where appropriate), replace and retest at no additional cost to the Owner.
- F. The performance of these tests by the Engineer does not relieve the Contractor of his responsibility to control his operations and perform tests as necessary to assure that the work performed meets the requirements of the specifications.
- G. Provide the Geotechnical Engineer free and safe access to Work at all times.

3.12 SCREENING AND SPREADING OF TOPSOIL

- A. No sedimentation shall be allowed to impact pavements placed under this project. The Contractor shall employ whatever means and measures are required to prevent the deposition of sediments onto any pavement or pavement base courses or granular subbase courses placed under this contract. No soil or aggregate materials shall be placed or stockpiled on any pavement or pavement base courses or granular subbase courses placed under this contract.
- B. All onsite and borrow topsoil shall be screened before use by mechanical means using a maximum screen opening of one-half inch ($\frac{1}{2}$ "). Dispose of all screenings off site.
- C. After shaping of lawn subgrades, remove all sticks, stones, or foreign material 1-1/2 inches or greater in dimension. Harrow or otherwise loosen the subgrade soil to a depth of four inches (4") immediately prior to spreading of topsoil materials. Dispose of debris and stone off site.
- D. Apply screened topsoil to the scarified subgrade only with approval of the Engineer. Topsoil will not be permitted to be spread until topsoil test reports have been submitted and approved. Topsoil shall not be delivered or worked in a frozen or muddy condition.
- E. Uniformly distribute and spread screened onsite and borrow topsoil over all graded lawn areas to conform smoothly to the lines, grades, and elevations shown on the Drawings or otherwise required. All lawn areas shall have a minimum of six (6) inches of topsoil after mild compaction, or as otherwise indicated on the Drawings.
- F. Manually spread topsoil around all trees and shrubs to remain. Avoid damage to root systems.
- G. Resupply and place topsoil to eroded, settled, or damaged areas until all lawn areas are stabilized and accepted. Care shall be taken not to damage grass or pavement areas in the replacement of topsoil.
- H. Protection:
 - 1. Remove weeds prior to lawn development operations. No weeds shall be allowed to go to seed.
 - 2. Keep heavy equipment, trucks, and other heavy wheel load vehicles off topsoiled areas. At no time will equipment other than light tractors with low ground pressure tires be allowed on any topsoiled areas.
 - 3. If over-compaction occurs, scarify to a depth of 6" and regrade.

3.13 SPOIL DISPOSAL

- A. Stockpiling and disposal of excess or unsuitable soil shall be the responsibility of the Contractor. The Contractor shall be responsible for all handling and transport, including but not limited to, sampling, testing, analyzing, dewatering, treatment, and hauling, necessary to legally disposal of spoil material.
- B. The Contractor is responsible at his sole expense for any temporary dewatering facility construction, dewatering processes, treatment, sampling, testing (analytical or otherwise), and/or analysis which may be required by the spoil disposal facility. This includes the services of a Licensed Site Profession (LSP), as necessary to characterize the material as either unregulated, regulated, or hazardous material, as defined herein.
- C. Spoil material may consist of common excavated material, common excavated material with organics and roots, peat, topsoil, sediment, cobbles, rock, or other material which is unsuitable or has been excavated in excess of that quantity needed for embankment at the site.
- D. The Contractor shall be responsible as part of the work of spoil disposal for controlling the water content of the spoil (i.e. dewatering) such that it is suitable for transport. The Contractor shall not create sanitary problems during the transport of spoil material and shall be responsible for cleaning areas where liquids or solids have leaked.
- E. The Contractor shall truck the spoil to the approved off-site spoil disposal area. The Contractor shall be responsible for complying with all rules and regulations regarding the transport of materials on public roads, including but not limited to the use of "tight trucks."
- F. The Contractor shall be responsible to ensure that free liquid is properly transported. "Wet soils" shall not be loaded for transport. The Contractor shall dewater "wet soils," and properly dispose of free liquids in accordance with local, state, and federal regulations. The Contractor shall dispose of any free liquids that may result during transportation at no additional cost to the City and without adverse impacts to nearby water bodies.
- G. Disposal of excess or unsuitable soils and/or spoil materials, including organics, shall be off-site and in conformance with local, state and federal regulations for proper management, transportation, and disposal of these materials at a suitable disposal facility with appropriate documentation to transport and the permits, licenses, and insurance to receive such materials.
- H. The Contractor shall provide appropriate Bills of Lading or Material Transport Documentation for all spoil material which leaves the site. This documentation shall meet all local, state and federal regulations and shall, at minimum, record the amount of material, date of transport, and the location of disposal of the material. All transport documentation shall be certified by the Contractor.
- I. In particular, disposal of all spoil material shall be in accordance with the "anti-degradation" clause of the Massachusetts Contingency Plan - 310 CMR 40.032(3), which states:

Soils containing oil or waste oil at concentrations less than an otherwise applicable Reportable Concentration and that are not otherwise a hazardous waste, and soils that contain one or more hazardous materials at concentrations less than an otherwise applicable Reportable Concentration and that are not a hazardous waste, may be transported from a disposal site without notice to or approval from the Department under the provisions of this Contingency Plan, provided that such soils:

- 1. are not disposed or reused at locations where the concentrations of oil or hazardous materials in the soil would be in excess of a release notification threshold applicable at the receiving site, as delineated in 310 CMR 40.0300 and 40.1600; and
- 2. are not disposed or reused at locations where existing concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and/or hazardous

materials present in the soil being disposed or reused.

- J. Compliance with this regulation stipulates that unregulated soil or sediment material may not be placed or disposed of in an area where the disposed of material would exceed background levels of constituents of interest. Therefore, it shall be necessary to know the background levels of MCP regulated constituents at the disposal site. Such testing shall be considered incidental to the work of this Section.
- K. Compliance with the “anti-degradation” clause may require that unregulated spoil material be disposed of at a material handling facility which monitors contaminate levels and has an approved soil management plan.

*****END OF SECTION*****

SECTION 02500
PAVING AND SURFACING

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. CONTRACT DOCUMENTS: This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including, but not limited to the following:
 - 1. Bituminous Concrete Pavement.
 - 2. Striping and pavement markings.
 - 3. Stone Dust Pavement.
 - 4. Bituminous Concrete Curb.
 - 5. Granite Cobble Curb.
 - 6. Other paving and surfacing work as may be required to ensure the completion of this project.

1.03 SUBMITTALS

- A. Refer to DIVISION I for submittal provisions and procedures.
- B. Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.
- C. For bituminous concrete base and pavement sections, submit design mix and test reports prepared by a professional testing laboratory acceptable to the Owner with all submittals and mix design signed by a Professional Engineer licensed in the State of Massachusetts.
- D. Submit shop drawings for proposed granite curbing, including dimensions, elevations, locations of joints, spacing, length, locations.
- E. For cement concrete, submit design mix and test reports prepared by a professional testing laboratory acceptable to the Owner with all submittals and mix design signed by a Professional Engineer licensed in the State of Massachusetts.
- F. For cobblestone pavers submit representative physical sample.

1.04 REFERENCED STANDARDS

A. American Concrete Institute (ACI):

1. ACI 117 "Standard Specifications for Tolerances for Concrete Construction and Materials"
2. ACI 301- "Specifications for Structural Code"
2. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
3. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."
4. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
5. ACI 305R "Recommended Practice for Hot Weather Concreting."
6. ACI 306R "Recommended Practice for Cold Weather Concreting."
7. ACI 318- Building Code Requirements for Structural Concrete and Commentary.

B. American Society for Testing and Materials (ASTM):

1. ASTM C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile, Section 8, Freezing and Thawing.
2. ASTM C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
3. ASTM C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
4. ASTM C 144 Standard Specifications for Aggregate for Masonry Mortar.
5. ASTM D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
6. ASTM C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
7. ASTM C 979, Standard Specification for Pigments for Integrally Colored Concrete.
8. ASTM D 698 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 lb (24.4 N) Rammer and 12 in. (305 mm) drop.
9. ASTM D 977, Standard Specification for Emulsified Asphalt.
10. ASTM D 1557 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (44.5 N) Rammer and 18 in. (457 mm) drop.
11. ASTM C1645 Standard Test Method for Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units
12. ASTM D 1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
13. ASTM D 2940 Graded Aggregate Material for Bases or Subbases for Highways or Airports.
14. ASTM D 3381, Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
15. ASTM D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

C. American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO M194 "Chemical Admixtures."

D. All work shall be performed in accordance with the latest rules, regulations and safety orders of O.S.H.A. and all other local, state and federal worker safety laws. Nothing in the Contract Documents shall be construed to permit work not in accordance with the above.

E. When the Contract Documents call for material or construction of better quality or larger size than required by the above codes and standards, then the provisions of the Contract Documents shall take precedence.

1.05 QUALITY ASSURANCE

A. Pavement materials shall not be placed until the Owner's Representative has inspected and approved the sub-base.

B. Weather Conditions: Bituminous or Portland cement concrete material shall not be placed when the ambient temperature is below 40° Fahrenheit, or when there is frost in the base, or at any other time when weather conditions are unsuitable.

- C. Portland cement concrete material shall not be placed when the ambient temperature is below 40° Fahrenheit, or when there is frost in the base, or at any other time when weather conditions are unsuitable.
- D. Paving Contractor Qualifications:
 - 1. Utilize an installer having successfully completed various pavement installations similar in design, material, and extent indicated on this project.
- E. Codes and Standards:
 - 1. All work and materials shall conform to the latest applicable sections under the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2023 edition, as amended, hereinafter referred to as the "Standard Specifications", as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.
 - 2. American Concrete Institute (ACI):
 - a. ACI 301 "Specification for Structural Concrete for Buildings."
 - b. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
 - c. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."
 - d. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
 - e. ACI 305R "Recommended Practice for Hot Weather Concreting."
 - f. ACI 306R "Recommended Practice for Cold Weather Concreting."
 - 3. American Society for Testing and Materials (ASTM):
 - a. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
 - b. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."
 - c. ASTM C979 "Standard Specification for Pigments for Integrally Colored Concrete."
 - 4. American Association of State Highway and Transportation Officials (AASHTO):
 - a. AASHTO M194 "Chemical Admixtures."
 - 5. When the Contract Documents call for material or construction of better quality or larger size than required by the above codes and standards, then the provisions of the Contract Documents shall take precedence.

1.06 CONTROL AND TESTING

- A. The Contractor shall cooperate with the testing personnel so as to permit proper observation and testing of the work without unnecessary delays.
- B. Perform concrete testing as specified in the Standard Specifications.

PART 2 - PRODUCTS

2.01 BITUMINOUS CONCRETE

- A. Pavement: Bituminous concrete pavement shall be Class I and conform to Materials Standard M3.11.03-Table A-Binder and Top Course of the Standard Specifications.

2.02 TACK COAT

- A. Emulsified asphalt CRS-1, CRS-1H or CSS-1H; diluted with equal parts water.

2.03 COBBLESTONE

- A. Cobble Stone Pavers shall be granite, light grey in color, free from seams and other structural imperfections or flaws which would impair its structural integrity, and of a smooth splitting appearance. Natural color variations characteristic of the deposit from which the paving blocks are obtained will be permitted.
- B. Cobble Stone Pavers shall be uniform in size and not less than 4 inches nor more than 12 inches in length, not less than 3 inches nor more than 4-1/2 inches in width and depth. Cobble Stone Paver blocks shall be rectangular in shape with at least one good face.
- C. Opposite faces of Cobble Stone Paver blocks shall be approximately parallel and adjoining faces shall be approximately at right angles to each other. Blocks shall be dressed so that they may be laid with 1 inch to 1-1/2 inch joints.

2.04 PORTLAND CEMENT CONCRETE

- A. Portland cement concrete shall meet the requirements for "Portland cement concrete (Air-entrained 4,000 psi, 3/4", 610 lb/cy)", as specified in Subsection M4.02.00 of the Standard Specifications.
- B. Preformed Expansion Joint Filler shall conform to Subsection M9.14.0 of the Standard Specifications.

2.05 STONE DUST PAVING

- A. Surface Material: 3/8 Inch Minus Crusher Fines: compactable, crushed aggregate material ranging in size from 3/8 inch stone to stone dust, suitable for trail construction according to Forest Service Trail Accessibility Guidelines.
 - 1. Stone dust material shall consist purely of crushed stone, of sound, angular, durable particles from parent material including andesite, dolomite, granite, or rock of similar strength.
 - 2. Material shall be free from surface coatings, rounded particles, soil, and other deleterious materials.
 - 3. Gradation shall be as follows, in accordance with ASTM C136:

3/8" Minus Crusher Fines For Trail Paving – Gradation:	
Sieve	Percent Passing
3/8"	100%
4	65-85%
8	40-70%
30	25-50%
50	10-20%
100	10-20%
200	5-10%

- 4. Design intent is a warm, light gray or approved equal. City to approve custom aggregate blended color.
- B. Base Material: 3/4 Inch Dense-Graded Crushed Stone: crushed, granular, dense-graded stone for use as a base course. See 3/4 Inch Dense-Graded Crushed Stone in Section 02200 Earthwork:

2.06 PAINT

- A. Traffic Paint shall be low V.O.L. traffic marking paint meeting requirements of the Standard Specifications M7.01.10 Fast Drying White Traffic Paints. Color shall be white for general striping and yellow for centerline striping where indicated on the drawings. Paint shall be as manufactured by Sherwin-Williams, Pittsburgh Paint, Benjamin Moore, or an approved equal.

PART 3 - EXECUTION

3.01 SAW CUTTING

- A. Contractor shall layout the limits of the existing pavement, sidewalks, and curbing to be cut in the field and shall saw cut in a neat, clean, uniform manner.
- B. Jack hammer cutting is not a substitute for saw cutting.

3.02 REMOVAL

- A. Contractor shall remove existing paving, sidewalks, and curbing as noted on the plans and within the limits of demolition. All removed material shall become the property of the Contractor and shall be removed off site and disposed of in accordance with applicable regulations by the Contractor.
- B. Removal limits are shown on the plans and may be revised by the Owner's Representative upon field review.
- C. Unless prior approval is granted by the Owner's Representative, removal beyond the limits as shown on the plans will be considered as for the Contractor's convenience and no additional payment will be made for such work, including excavation, refilling and additional paving of any such areas as required to replace the removed materials.

3.03 COBBLESTONE CURBING

- A. Foundation:
 - 1. A trench for the curbing shall be excavated to a width of 18 inches. The subgrade of the trench shall be a depth below the proposed finish grade of the curb equal to 6 inches plus the depth of the curbstone.
 - 2. The foundation for the curb shall consist of gravel spread upon the subgrade and after being thoroughly compacted by tamping shall be 6 inches in depth.
- B. Setting Curbing:
 - 1. Curbing and corners shall be set on additional gravel spread upon the foundation.
 - 2. All spaces under the curb shall be filled with cement concrete so that the curb will be completely supported throughout its length, front, back, and underneath, as shown on the drawings.
 - 3. The curb shall be set to the line and grade required to match existing surrounding grades or as otherwise directed.
 - 4. Curb sections shall be fitted together as closely as possible.

C. Filling About Trench:

1. After the curbing has been set, the space between it and the wall of the trench shall be backfilled with lean cement concrete to the depth indicated, with care being taken not to affect the line or grade of the set curbing.

D. Pointing:

1. The joints between curbstones (front & back) shall be carefully filled with cement mortar and neatly pointed on top and front exposed portions. After pointing the curbstones shall be satisfactorily cleaned of all excess mortar that may have been squeezed out of the joints.

3.04 BITUMINOUS CONCRETE PAVEMENT

A. Preparation:

1. Contractor shall place gravel borrow subbase and processed gravel base as shown on the drawings. Gravel shall be compacted to 95% of the maximum dry density as described by ASTM D1557 (Modified Proctor).
2. Contractor shall tack coat the vertical saw cut edge where new bituminous pavement will abut existing pavements. Tack coat shall be applied by brush or spray to contact bituminous surfaces at a rate between 0.05 and 0.15 gallons per square yard of surface.
3. After sub-base has been prepared, the Contractor shall check all frames, covers, boxes, and other miscellaneous castings located in proposed pavement to ensure they are accurately positioned and set to the proper slope and elevation. All covers and grates shall be set flush with finished pavement surface.

B. Paving

1. General: Place bituminous concrete mixture on prepared surface free from standing water. The minimum surface temperature of the base shall be 60°F when only one roller is used for breakdown rolling (15 minutes) or 40°F when two rollers are used (8 minutes). Spread mixture at minimum temperature of 275 deg. F. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and appropriate thickness to yield required minimum depth after rolling.
2. Place bituminous concrete in widest strip practical. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Courses shall be placed in approximately equal layers not exceeding 3 inches in depth after compaction. Care shall be taken to match abutting pavements in elevation and grade with a smooth transition.
3. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of bituminous concrete course. Clean contact surfaces and apply tack coat. The longitudinal joint in one layer shall offset the joint in the layer immediately below by 12 inches.
4. Begin rolling with a steel-wheeled roller when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
5. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling with hot material.
6. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is still hot. Continue second rolling until mixture has been thoroughly compacted.

7. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent maximum density as measured by the density test specified in SECTION 02200 – GENERAL EARTHWORK.
8. Remove and replace paving areas mixed with foreign materials or otherwise defective. Cut-out such areas and fill with fresh, hot bituminous concrete. Compact by rolling to maximum surface density and smoothness.
9. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.05 CEMENT CONCRETE PADS

A. PREPARATION OF SUBGRADE

1. In general, all cement concrete paving work shall be performed in compliance with Section 476 of the Standard Specifications
2. Areas to be paved shall be compacted and brought to subgrade elevation in accordance with Section 02200 – Earthwork.
3. Existing subgrade material that will not readily compact as required shall be removed and replaced with satisfactory materials.
4. Subgrade of areas to be paved shall be re-compacted as required to bring top 8 inches of material immediately below aggregate base course to a compaction at optimum moisture of at least 95 percent of maximum density, as determined by ASTM D 1557. Subgrade compaction shall extend for a distance of at least 12 inches beyond pavement edge in all directions.
5. Areas being graded or compacted shall be protected prior to paving. Any disturbed areas shall be re-graded and recompacted to the satisfaction of the Engineer prior to paving.
6. Materials shall not be stored or stockpiled on subgrade.
7. Prepared subgrade will be observed by the Engineer immediately prior to paving. Contractor shall be responsible for coordinating Engineer's observation.

B. CONCRETE REINFORCEMENT

1. Before being placed in position, reinforcing for reinforced concrete shall be thoroughly cleaned of loose mill and rust scale, dirt, ice, and other foreign material which may reduce the bond between the concrete and reinforcing. Where there is delay in placing concrete after reinforcement is in place, bars shall be re-inspected and cleaned when necessary.
2. Welded Wire Mesh: Wire mesh used for reinforcement shall be spread flat before placing concrete. Mesh reinforcement shall be held firmly in place against vertical or transverse movement by means of satisfactory devices. Where mesh reinforcement is spliced, it shall be lapped at least 12 inches.
 - a) Unless designated otherwise on the Contract Documents, wire mesh shall be placed midway within the depth, and parallel to the finished surface of concrete pavements.
 - b) Do not place concrete over top of reinforcement unless it is supported underneath.
 - c) Contractor shall pull reinforcement up immediately after pouring concrete to make sure that the reinforcement is in the middle of the slab and not sitting on the bottom.

3. The Owner may do core testing to make sure that reinforcement is in the proper position. If testing shows otherwise concrete will be rejected and the Contractor shall remove all rejected slabs and re-construct new slabs at no additional cost. Contractor shall repair cored holes as directed by the City.
4. Fiber reinforcement: Polypropylene fiber reinforcement shall be added directly to the concrete mixing system at the rate of 1.6 pounds per cubic yard. Contractor shall perform all required concrete slump tests prior to adding fiber reinforcement. Contractor shall continue to mix concrete for a minimum of 5 minutes after adding polypropylene reinforcement.

3.06 STONE DUST PAVING INSTALLATION

- A. Contractor shall prepare subbase as shown on the drawings. Subbase shall be compacted to 95% of the maximum dry density as described by ASTM D1557 (Modified Proctor).
- B. Apply geotextile under all stone dust paving areas as indicated in detail drawings.
- C. Aggregate: install aggregate material evenly across the path width indicated in drawings, compact in 4" maximum lifts per layer.
- D. Compaction: Surfacing shall be compacted at each lift using an 8x8 hand tamper, vibratory plate compactor or other acceptable means. Material shall be compacted with sufficient moisture content for adequate binding. Firmness and stability test shall be conducted after curing time of two or more wet/dry cycles.

3.07 BITUMINOUS CONCRETE BERM

- A. Bituminous Concrete Berm installation shall be performed in accordance with Section 470 of the Standard Specifications.

3.08 LAYOUT AND PAINTING OF PAVEMENT LINES AND MARKINGS

A. LAYOUT

1. Snap chalk lines for all parking stalls and crosswalks prior to painting, ensuring accuracy of layout, parallel alignment as appropriate and straight lines. Review layout with Owner's Representative before painting.

B. PAINTING

1. Paint to be applied only after bituminous concrete is adequately cured (minimum – three [3] weeks) and when no oils are bleeding or discoloration of the lines will occur. Apply paint in one heavy coat using an approved striping machine in accordance with the manufacturer's latest printed direction and stencils where appropriate. Exercise care to avoid tears, ragged lines, or spillage on adjacent surfaces. All lines shall be 4-inch wide for general striping and 12 inches wide at crosswalks unless indicated otherwise. Do not spray when wind will cause overspray. Correct any unacceptable line painting, as directed, providing City with an appropriate solution proposal in writing for their review.

*****END OF SECTION*****

SECTION 02650

UTILITY CONDUITS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents that define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements that affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.
- E. All work and materials shall conform to the latest applicable sections under the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2023 edition, as amended, hereinafter referred to as the "Standard Specifications", as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.

1.02 DESCRIPTION OF WORK

- A. Furnish all labor, materials, equipment and services necessary for and reasonably incidental to the complete installation of all site underground utility conduits, handholes, and associated conduit infrastructure. Relocation of existing overhead utility lines to underground conduits to be performed by owner/provider of each utility. Work under this contract includes the following:
 - 1. Trench for conduit installation and backfill.
 - 2. Furnish and install conduit.
 - 3. Furnish and install detectable marking tape, handholes and junctions.
 - 4. Coordinate with Owner, Engineer, and Utility Companies to confirm locations of existing electrical, communication, and fiber optic infrastructure to be relocated (to be installed by others).
 - 5. Confirm locations of existing overhead lines and utility conduits and services and proposed tie-in of new service or extension of existing.

1.03 RELATED WORK

- A. Section 02100 - Site Preparation and Demolition
- B. Section 02200 – Earthwork

C. Section 02800 – Site Improvements

1.04 CODES, ORDINANCES AND INSPECTIONS

- A. All materials and the installation thereof shall conform to the requirements of the Massachusetts State Building Code, Electrical Code, and local laws, rules, regulations, and codes pertaining thereto. Where provisions of the Contract Documents conflict with any codes, rules, or regulations, the latter shall govern. Where the Contract requirements are in excess of applicable codes, rules or regulations, the Contract provisions shall govern unless otherwise specified by Owner.
- B. Contractor shall comply with the Local Code Enforcement Officials' instructions at no additional cost to the Owner.
- C. Contractor shall secure all permits and pay all fees required for their work, and is to assume all responsibility regarding the observance of the rules and regulations so far as they relate to his part of the work.
- D. Contractor shall arrange and pay for all required inspections of their work.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Contractor shall inspect all materials upon delivery at job site. Any observed damaged materials shall be rejected and replaced at no additional cost to Owner.
- B. Protection: Contractor shall use all means necessary to protect the materials of this Section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, Contractor shall immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

1.06 SUBMITTALS

- A. Prior to the start of work, the Contractor shall submit manufacturer's product data and installation instructions for each product specified, in accordance with the requirements of Division-1. Products include, but are not limited to, the following items:
 - 1. Conduit and Fittings.
 - 2. Handholes and junctions.
- B. Review of submittals by the Owner or Engineer shall not relieve Contractor of responsibility to coordinate materials approval with the utility company(ies).
- C. Contractor shall check the Shop Drawings thoroughly for compliance with the Plans and Specifications before submitting them to the Owner for review, making any and all changes which may be required.
- D. The review of Shop Drawings by the Owner shall not relieve the Contractor from any obligation to perform the work in strict accordance with the Contract Drawings and Specifications. The responsibility for rectifying errors in Shop Drawings shall remain with the Contractor.
- E. In the event that materials are being delivered to or installed on the job for which Shop Drawings

or samples have not been reviewed and/or which are not in accordance with the Specifications, the Contractor will be required to remove such materials and substitute approved materials at their own expense and as directed by the Owner.

1.07 RECORD DRAWINGS

- A. Contractor shall provide record drawings of all utility locations and sizes, pipe depths, and all pull box, junction and fixture locations in accordance with the provisions of Division 1.

PART 2: PRODUCTS

2.01 RACEWAYS

- A. Conduit sizing shall be as indicated in this Section or as shown on the Drawings.
- B. Rigid galvanized steel conduit shall be used for all sweeps in PVC conduit runs as noted below. Conduit shall comply with the latest applicable local, state and federal standards.
- C. Raceway for site electrical work shall be Schedule 40 PVC type DB, with solvent welded fittings. All sweeps greater than 45° shall be of rigid galvanized steel.

2.02 STRUCTURES

- A. Pull Boxes "Hand Holes": Covers shall extend to final finish grade with risers as required and be locking and waterproof. The connection of conduit to pull boxes shall be made waterproof.
 - 1. Pull boxes shall be precast concrete structures designed for installation in the traveled way and H-20 rated.
 - 2. Boxes shall be FRP or HDPE as manufactured by Quartzite or approved equal. Exposed portions of pull boxes located in landscaped areas shall be color green, as approved by Owner.
- B. Electrical Boxes shall be as shown on the Drawings or as specified by the Electrical Utility. Covers shall extend to final finish grade with risers as required and be locking and waterproof. Connection of conduit to boxes shall be made waterproof. Boxes shall be FRP or HDPE as manufactured by Quartzite or approved equal. Exposed portions of pull boxes located in landscaped areas shall be color green, as approved by Owner.

2.03 DETECTABLE MARKING TAPE

- A. Detectable marking tape shall be installed within the trench backfill above all electrical utilities following the alignment of the conduit. Marking tape shall be buried no deeper than the lesser of 24-inches below ground surface, the manufacturer's recommendations or as specified by the Utility Provider.
- B. Detectable marking tape shall be a minimum 3-inches wide and labeled with the utility type and color coded to DigSafe designations.

2.04 OTHER MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation of the work of this Section shall be selected by the Contractor subject to the approval of the Owner.

PART 3: EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. Contractor shall coordinate with Utility Providers to schedule any required temporary disconnection of existing services. Contractor shall be responsible to meet scheduling requirements of the Utility Providers.
- B. Contractor shall verify all measurements and shall be responsible for the correctness of same. No allowance will be made for differences between actual measurements and those shown on Plans.
- C. If, in laying out their Work, the Contractor finds that the work of other trades might interfere with theirs, Contractor Shall notify the Owner's Representative upon discovery of such conditions.
- D. Final handhole locations will be laid out by the Utility Providers.
- E. Contractor shall co-operate to the fullest extent with Utility Providers in order to expedite the progress of the work.
- F. The installation of all conduit shall be the responsibility of the Contractor after consultation with the Owner, Utility Providers, and the other trades. Conditions at the site shall determine the actual arrangement and lengths of runs, bends, offsets, etc. Contractor shall lay out all their work and be responsible for the accuracy thereof.
- G. Contractor shall be responsible for the proper protection of their work and materials from injury or loss at the hands of others and shall make good such loss or injury at no additional cost to the Owner. All pipes/conduit left open during the progress of the Work shall be capped or plugged at all times.
- H. Contractor shall be responsible for all equipment and materials installed under this Section until the final acceptance of the project by the Owner.

3.02 CONDUIT AND FITTINGS

- A. All conduit shall be installed so as to provide the straightest possible run with not more than the equivalent of three 90° bends in a single run, or as required by the Utility Provider. Where more bends are necessary, the Contractor shall provide suitable pull boxes as required.
- B. Conduit shall be fished and cleaned and dry before pulling wires and shall be suitably protected against entrance of dirt and moisture during construction.
- C. Ends of all conduits shall be reamed and all joints made waterproof.

3.03 HANDHOLES

- A. Handholes shall be installed in line with conduit runs and set true and level.
- B. Connections between conduit and handholes shall be made waterproof.

*** END OF SECTION ***

SECTION 02720

DRAINAGE

PART 1 – GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION OF WORK

- A. Contractor shall furnish all labor, materials, equipment, supervision, and shall perform all operations required to complete the work shown on the drawings, as directed by the Owner, as herein specified, and as evidently required to properly complete the work.
- B. The work includes, but is not limited to, the following as outlined in these specifications or shown on the Contract Documents:
 - 1. Furnish and install drainage pipes as shown on the drawings.
 - 2. Connect drainage pipes to existing catch basins as shown on the drawings.
 - 3. Furnish and install drainage structures.
 - 4. Other work as shown and detailed on the drawings.

1.03 QUALITY ASSURANCE

- A. **General:** Perform storm drainage work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. **Special Requirements:**
 - 1. **Protection:** Comply with all applicable regulations and safety orders in effect at the place of construction. Protect this and adjacent properties from all damage due to this operation.

Protect open excavations, trenches, etc., with fences, covers or railings as required to maintain safe pedestrian and vehicular traffic.

2. Responsibility: The Contractor is responsible for the finished condition of their work. Restore, without extra cost to the Owner, street pavements, walks, curbs, gutters, trees, etc., that may be damaged in the performance of work under this Section, in a manner prescribed by authorities having jurisdiction.

C. Codes and Standards:

1. All work and materials shall also be in full accordance with the latest rules, regulations, and safety orders of the State's Division of Industrial Safety, OSHA, A.N.S.I. – A10.1 Safety Code for Building Construction, and all other state, county, city, municipality, and the utility laws rules, and regulations. Nothing in these Plans and Specifications shall be construed to permit work not conforming to the above.
2. All work and materials shall conform to the latest applicable sections under the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2023 edition, as amended, hereinafter referred to as the "Standard Specifications", as well as the codes and standards referenced in the individual Sections. In case of conflict, the codes and standards referenced in the individual Sections shall govern.

1.04 JOB CONDITIONS

- A. Exact location and dimensions of all existing utilities shall be determined by the Contractor in the field prior to commencing construction and ordering structures.

1.05 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of this and all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the Owner's Representative and at no additional cost to the Owner.

1.06 SUBMITTALS

- A. Prior to the start of work, the Contractor shall submit manufacturer's product data and installation instructions for each product specified, in accordance with the requirements of the GENERAL CONDITIONS. Products include, but are not limited to, the following items:
 1. Polyvinyl Chloride (PVC) Pipe and fittings.
 2. Area Drain Structure, frame and grate.
- B. Record Drawings (Plans and details): Refer to Division 1 General Requirements, Closeout Procedures for additional Record Document requirements.
 1. Locate such items as but not limited to the following items:
 - a. Connection to existing drainage lines.
 - b. Pipe sizes, locations and invert elevations.
 - c. Drainage structure locations and invert elevations.
 - d. Cleanout locations.

- e. Sleeves.
 - f. All other miscellaneous components.
2. Provide Record Drawings showing the actual location of installed drainage system components to the Owner within seven working days before the date of Final Inspection. Delivery of the record drawings shall not relieve the Contractor of the responsibility of furnishing additional required information in the future.

1.07 COORDINATION OF WORK

- A. Other contractors, as well as various utility companies, may also be working on the site. The Contractor shall sequence their work and coordinate their activities with all such parties so as to prevent conflicts in construction operations.
- B. The final location and elevation of all existing utilities must be verified by the Contractor prior to construction.
- C. Contractor shall coordinate the relocation of all gas, water, electric, telephone, and cable tv utilities required as a result of this project.

PART 2 - PRODUCTS

2.01 PVC DRAIN PIPE

- A. Polyvinyl Chloride (PVC) Pipe shall conform to the requirements for ASTM D 3034 for SDR 35 pipe. PVC resin compound shall conform to ASTM D 1784. Gasketed joints shall conform to ASTM D 3212 and ASTM F 477. Couplings and Fittings shall be the same material as the pipe and shall have bell and/or spigot configurations compatible with that of the pipe and other pipe types to be joined.
- B. Pipe shall be joined with a watertight sleeve and rubber gasket system provided by the pipe manufacturer.
- C. Pipe shall be perforated by the manufacturer, where perforated pipe is indicated on the plans.

2.02 AREA DRAIN:

- A. Area drains shall consist of drain basins fabricated from PVC materials including integral gasketed fittings for incoming and outgoing pipe connections. Fabricated area drains shall have a load rating of H-20 when installed per manufacturer's requirements. Area drains shall have ductile iron frames and grates rated at H-20 with a minimum diameter of 12 inches.
- B. Basis of Design: Nyloplast Drain Basins, or approved equal.
 - 1. Grates shall be ductile iron per ASTM A536 Grade 70-50-05. Frames shall be ductile iron per ASTM A536 Grade 70-50-05.
 - 2. Grates shall be circular, and 12" in diameter. Basis of Design: Nyloplast 12 Inch Drop In Model No. 1201DI or approved equal.

2.03 MISCELLANEOUS MASONRY MATERIALS

- A. Manhole Brick: ANSI/ASTM C 32, Grade MS
- B. Masonry Mortar: ANSI/ASTM C 270, Type M. For minor amounts of mortar, packaged materials complying with ANSI/ASTM C 387, Type M, will be acceptable.

2.04 OTHER MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation of the work of this Section shall be selected by the Contractor subject to the approval of the Owner's Representative.

PART 3 - EXECUTION

3.01 GENERAL

- A. Inspection
 - 1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that storm drains may be installed in accordance with the Contract Documents, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
- B. Discrepancies
 - 1. In the event of discrepancy, immediately notify the Owner's Representative.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 INSTALLATION OF PIPE AND FITTINGS

- A. In general, all storm drainage pipe for culverts and underdrains shall be installed as detailed on the Drawings. The sequence of installation shall be as follows:
 - 1. Excavate trenches to the required lines, grades, and widths.
 - 2. Bedding Pipes: The bedding for drain pipe shall consist of crushed stone or sand borrow as indicated in the Drawings, and shall be shaped to conform relatively closely to the lower 10% of the pipe. All pipe shall be laid to the specified line and grade, with a firm bearing throughout each length.
 - 3. Install pipe.
 - 4. Continue backfill of the pipe with crushed stone to a depth of at least six inches over the top of the pipe, as shown in the drawings.
 - 5. Continue to backfill pipe trench with material indicated in the drawings.
- B. Pipe Joints: Pipe joints shall be made using appropriate manufactured couplings and fittings, and shall be installed so that the continuity of the invert is maintained throughout the sections of pipe.

- C. Cleaning Piping: Clear interior of piping of dirt and other superfluous material as work progresses. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
- D. Joint Adapters: Make joints between different types of pipe with standard manufactured adapters and fittings appropriate for the type(s) of pipe being joined. Install manufactured adapters and fittings per the manufacturer's recommendations.

3.03 INSTALLATION OF AREA DRAIN STRUCTURES

- A. Area drain structures shall be built to the lines, grades, dimensions and design shown on the plans and in accordance with manufacturer's specifications along with these specifications. Construction shall include necessary frames, covers, gas/oil hoods, and other accessories as shown on the plans or otherwise required.
- B. All structures shall be placed on a 12" thick foundation of compacted crushed stone.
- C. Set frame and lid of area drains at the elevations shown on the Drawings within the acceptable tolerances herein defined.
- D. Inlet and outlet pipe connections to the area drains shall be made in accordance with manufacturer's recommendations. At minimum inlet and outlet pipes shall extend through the walls for a sufficient distance beyond the outside walls to allow for satisfactory connections. The pipe openings shall be equipped with an elastic gasket to prevent leakage into or out of the structure.
- E. Alteration of the adjacent finish grade to compensate for improperly constructed area drains (grate elevation and orientation) will not be permitted.

3.04 BACKFILLING FOR PIPES AND STRUCTURES

- A. All suitable materials obtained from the excavation for the structures and pipes shall be used for backfill under, over or around the structures and pipes. No frozen materials shall be used for backfill and backfill shall not be placed on frozen material. If during the backfilling operation the top layer becomes frozen, the frozen materials shall be removed before a succeeding layer of backfill is placed. Frozen excavated material which will be suitable when dry shall be allowed to thaw and dry before being used for backfill. No additional compensation will be made for excavating, storing and rehandling of frozen materials. Stumps, rubbish, sod and other unsuitable materials shall not be used for backfill.
- B. All backfilling shall consist of suitable material formed in successive layers not more than 6 inches in depth, uniformly distributed and thoroughly compacted. When suitable backfilling materials cannot be obtained from the required excavations, the backfill material shall consist of satisfactory borrow.
- C. No load greater than 8 tons shall be moved over any pipe or structure until a fully compacted backfill of at least 2 feet has been placed over the top of the pipe or structure. Compliance with this requirement is not to be construed as relieving the Contractor of any responsibility concerning damage to the pipe.
- D. Backfill material to a point 2 feet over a pipe shall contain no stones larger than 3 inches in greatest dimension. Backfill below the haunches of pipes shall be placed in 6 inch layers and compacted

simultaneously on both sides of the pipe. Backfill material shall be moist prior to and during compaction.

3.05 TOLERANCES

A. Finish all surfaces and inverts to the following tolerances:

1. Frames, Covers, and Grates: Plus 0.05 feet to minus 0.05 feet from elevation shown on the Drawings.
2. Pipe Line Invert Elevations: Plus 0.05 feet to minus 0.05 feet from elevation shown on the Drawings.

3.06 REMEDIAL MEASURES

A. Upon direction of the Owner, remove, reconstruct, and/or reinstall all components of the drainage systems which do not meet the requirements of this Section.

3.07 CLEANING

A. Upon completion of the work of this Section, leave all components of the drainage systems completely cleaned of silt, debris and other obstructions; free of water or other liquids, and approved to enter into service. Restore all surfaces to the condition existing prior to the start of the work of this Section.

*****END OF SECTION*****

SECTION 02800

SITE IMPROVEMENTS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. **CONTRACT DOCUMENTS:** This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION OF WORK

- A. This Section includes the following:
 - 1. Post and Rail Fence.
 - 2. Timber Guard Rail.
 - 3. Trail Signage Kiosk.
- B. Provide labor, materials and equipment necessary to complete the work of this Section, including, but not limited to the installation of the following Owner-furnished items:
 - 1. Benches.

1.03 SUBMITTALS

- A. Refer to DIVISION 1 for submittal provisions and procedures.
- B. Provide full submittals for all items required under this section, except those provided by Owner.
- C. Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

1.04 QUALITY ASSURANCE

- A. **Weather Conditions:** Cement concrete and mortar materials shall not be placed when the ambient temperature is below 40° Fahrenheit, or when there is frost in the base, or at any other time when weather conditions are unsuitable.

B. Codes and Standards:

1. All work and materials shall conform to the latest applicable sections under the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2023 edition, as amended, hereinafter referred to as the "Standard Specifications", as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.
2. All work shall be in full accordance with the latest rules, regulations and safety orders of O.S.H.A. and all other local, state and federal worker safety laws. Nothing in the Contract Documents shall be construed to permit work not in accordance with the above.
3. When the Contract Documents call for material or construction of better quality or larger size than required by the above codes and standards, then the provisions of the Contract Documents shall take precedence.
4. Comply with applicable requirements of the following standards and those others referenced in this Section, under the provisions of Division 1 Section "REFERENCES".
 - a. ASTM A 123 - Zinc Coatings on Products Fabricated From Rolled, Pressed and Forged Steel Shapes, Plates, Bars, and Strip.
 - b. ASTM A 153 - Zinc-Coating on Iron and Steel Hardware.
 - c. ASTM A 283 - Carbon Steel Plates, Shapes, and Bars.
 - d. ASTM A 307 - Carbon Steel Externally Threaded Standard Fasteners.
5. Comply with applicable requirements of the Massachusetts State Building Code and Architectural Access Board Regulations.

C. The Contractor shall schedule and coordinate delivery of the following materials and equipment to the Project site or to the Contractor's designated secure storage location.

1. Benches

- D. The Owner will purchase these materials and equipment separately from this contract, for assembly and installation by the Contractor. Contractor shall inspect, accept, off-load, store, load, secure, assemble, deliver to the Project site at the appropriate time, and install.
- E. The Contractor shall off-load and safely store all items until installation is scheduled. When items are un-crated for assembly, the Owner's Representative shall be adequately notified to allow for inspection to ensure the condition of the items on delivery. After inspection and documentation of condition, the Contractor takes possession of and responsibility for the delivered equipment and may proceed with the assembly and/or installation.

PART 2 - MATERIALS

2.01 OWNER FURNISHED ITEMS

A. List of Items to be furnished by the Owner:

Description	Model	Quantity
Bench	Dumor 168-60	10

2.02 PORTLAND CEMENT CONCRETE

- A. Portland cement concrete for foundations and anchorages shall meet the requirements for "Portland cement concrete (Air-entrained 4000 psi, $\frac{3}{4}$ ", 610 lb/cy)", as specified in Subsection M4.02.00 of the latest applicable Standard Specifications, as well as the codes and standards referenced in the individual sections of this specification. In case of conflict, the codes and standards referenced in the individual sections shall govern.

2.03 ANCHOR FASTENERS

- A. Except where otherwise indicated on the Drawings, anchors in concrete slabs shall consist of Hilti Kwik Bolt-TZ expansion anchor safe set system, in Type 304 stainless steel, per ICC ESR-1917.
- B. Anchor diameter shall be as required by the manufacturer of the item being fastened.
- C. Install anchors per the manufacturer's printed installation instructions, as included in the anchor packaging.

2.04 POST AND RAIL FENCING

- A. Timber for posts
 - 1. Timber species: American white cedar
 - 2. Timber grade: No. 1
- B. Timber for rails
 - 1. Timber species: American white cedar
 - 2. Timber grade: No. 1

2.05 TIMBER GUARD RAIL

- A. General: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Certified Wood: Wood products shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
- C. Grade Stamps: Provide heavy timber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, species, grade, moisture content at time of surfacing, and mill.
- D. For exposed heavy timber, apply grade stamps to surfaces that will not be exposed to view or omit grade stamps and provide certificates of inspection issued by inspection agency.
- E. Preservative Treatment: Pressure-treat cedar heavy timber with waterborne solution to comply with American Wood -Preserver's Association (AWPA) C2 for aboveground use, or for ground contact as indicated in Drawings.
 - 1. After treatment, redry heavy timber to 19 percent maximum moisture content.
 - 2. Do not use chemicals containing arsenic or chromium - preservative shall be ACQ type.

2.06 TRAIL SIGNAGE KIOSK

- A. Description: wood trail signage kiosk assembled in the field from a pre-manufactured kit with fully assembled roof as indicated on the Drawings.
- B. Basis of Design: Subject to requirements herein, provide TimberHomes Classic Kiosk by TimberHomes Vermont or approved equal from the following manufacturers:
 - 1. Timberhomes Vermont.
 - 2. Vacker Sign.
 - 3. Wilderness Graphics.
 - 4. Other Approved Equal.
- C. Materials:
 - 1. Posts: black locust posts, planed smooth. Post Dimensions shall be 5-1/2"x5-1/2" (actual)
 - 2. Framing: Eastern white pine crossbars and roof framing.
 - 3. Principal Timber Joints: Secured with white oak pegs. All edges eased.
 - 4. Roof: Cedar shingle roof with continuous copper ridge cap.
 - 5. Signboard: Eastern white cedar tongue-in-groove boards, 42" W x 32"H. Unpainted.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.

Notify Owner of conditions that would adversely affect installation or subsequent use.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.

- C. Handling: Protect materials and finish during handling and installation to prevent damage.

3.03 INSTALLATION, FENCING

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of fencing where required.
- B. Install fencing level, plumb, true, and positioned at locations indicated on Drawings.
- C. Post Setting: Set support posts to depth indicated on Drawings. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and backfill and tamp until stable.

3.04 INSTALLATION, BENCHES

- A. Do not begin installation of owner-furnished benches until final grading and surfacing is completed, unless otherwise permitted.
- B. Drill or hand excavate holes for concrete footings to spacing required and detailed in firm, undisturbed soil. Install concrete pad for free-standing benches within lawn areas.
- C. Provide all stainless steel anchor bolts and drill into concrete footings. No drill holes to be within 1-1/2" of edge of footing. Footings to be parallel to each other and centered to centers of bench supports.
- D. Set, shim and anchor all benches as called for in locations shown. Review installation locations with Owner prior to installing concrete bases. Bench seats are to be set level.
- E. Protect all benches from damage due to construction operations.

3.05 INSTALLATION, TRAIL SIGNAGE KIOSK

- A. Field assembly shall be completed per manufacturer's instructions.

3.06 INSTALLATION, GUARD RAIL AND POST AND RAIL FENCE

- A. General: Set Guardrail or Post and Rail Fence Posts true, plumb and equally spaced within straight or curved sections. Set all posts parallel to line of adjacent pavement. Provide temporary bracing to maintain lines and levels until paving and permanent rails are in place or until gravel layer is firmly tamped and compacted around cedar fence posts.
- B. Fit timbers by cutting and restoring exposed surfaces to match specified surfacing. Predrill for fasteners and assembly of units.
 - 1. Machine sand exposed surfaces to remove planing or surfacing marks, finishing with No. 120 grit sandpaper.
 - 2. Coat crosscuts with end sealer.

3. Where treated members must be cut during erection, apply a field-treatment ACQ preservative to comply with AWPA M4.

C. Install Stainless Steel bolts and accessories as indicated.

D. Repair damaged surfaces and finishes after completing erection. Remove and sand any split or splintered areas that form potential hazards to contact from the public; ease all sharp edges. Replace damaged heavy timber if repairs cannot be made to the satisfaction of the Owner. Owner shall be solely responsible for judgement of acceptability of repairs.

3.07 ADJUSTING

A. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Owner.

B. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Owner.

C. Any loose or missing hardware should be tightened or replaced immediately.

3.08 PROTECTION

A. Protect installed sand fencing to ensure that, except for normal weathering, sand fencing will be without damage or deterioration at time of Substantial Completion.

3.09 WARRANTY

A. All site furnishings to be free from manufacturing defects for no less than one year from the date of invoice

END OF SECTION**

SECTION 02970
LANDSCAPE WORK

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. CONTRACT DOCUMENTS: This Section does not stand alone. Comply with all Contract Documents, Conditions of the Contract, Division 1 General Requirements, Drawings, and other documents which define the Work of the Contract.
- B. The General Provisions of the Contract, including GENERAL and SUPPLEMENTARY CONDITIONS AND GENERAL REQUIREMENTS (if any), apply to the work specified in this Section.
- C. Examine all other Sections of the Specifications for requirements which affect the Work of this Section whether or not such Work is specifically mentioned in this Section.
- D. Coordinate work with that of all other trades or contracts affecting or affected by the Work of this Section. Cooperate with such trades to ensure the steady progress of all work under the Contract.

1.02 DESCRIPTION OF WORK

- A. All areas disturbed during construction and not otherwise surfaced shall be rough graded, restored with loam, seeded and maintained until a satisfactory stand of grass and wildflowers, as determined by the Owner's Representative, is established.
- B. Perform all planting and seeding of specified areas as shown on the plans.
- C. Plant all shrubs, trees, and other plantings as specified and shown on the plans.
- D. Mulch all tree pits and plant beds as detailed and shown on the plans.
- E. Maintain all seeded and planted areas, including weeding, watering, and mowing, as specified herein until acceptance.
- F. Acceptance of seeded areas will not be granted prior to establishment of a satisfactory stand of grass. In order to receive a Certificate of Substantial Completion, the Contractor must establish an acceptable and satisfactory stand of grass at all seeded and sodded lawn areas.

1.02 QUALITY ASSURANCE

- A. General:
 - 1. Perform restoration work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Codes and Standards:

1. All work and materials shall conform to the latest applicable sections under the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2023 edition, as amended, hereinafter referred to as the "Standard Specifications", as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.
2. All work and materials shall also be in full accordance with the latest rules, regulations, and safety orders of the State's Division of Industrial Safety OSHA, A.N.S.I. - A10.1 Safety Code for Building Construction, and all other state, county, city, municipality, and the utility laws rules, and regulations. Nothing in these Plans and Specifications shall be construed to permit work not conforming to the above.

C. Plants and planting shall conform to American Association of Nurserymen's Standards for Nursery Stock (ANSI 2601) for size, shape, number of leaders, branching patterns, health, etc. Plants shall be nursery grown under similar climatic conditions to those of the project locality for a minimum of two (2) years.

D. Source Quality Control:

1. General: Ship landscape materials with Certificates of Inspection as required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof to Owner of non-availability and proposal for use of equivalent material. When authorized, adjustment of Agreement amount will be made.
3. Plant names indicated comply with the latest edition of Hortus III. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name.
4. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock" ANSI Z6Q.1.
5. Plants shall be at least the minimum size indicated. Larger stock is acceptable if approved by the Owner, at no additional cost. When larger plants are used, increase the spacing proportionally.

E. Inspection: Owner reserves the right to inspect and approve trees and shrubs at the place of growth for compliance with the requirements of this Section , including for name, variety, sizes, and quality.

F. Special Requirements:

1. Protection: Comply with all applicable regulations and safety orders in effect at the place of construction. Protect this and adjacent properties from all damage due to this operation. Protect open excavations, trenches, etc., with fences, covers or railings as required to maintain safe pedestrian and vehicular traffic.
2. Responsibility: The Contractor is responsible for the finished condition of his work. Notify the Owner's Representative promptly in writing if any conditions exist which are contrary to requirements. Without extra cost to the Owner, restore street pavements, walks, curbs, gutters, trees, etc., that may be damaged in the performance of work under this section, in a manner prescribed by any authorities having jurisdiction.

3. Setting and Establishing Finish Elevation Lines: All elevations, grades, lines, etc., required to complete the work under this Section shall be arranged and paid for by the Contractor, and performed by a qualified employee of the Contractor. It is the Contractor's sole responsibility to establish elevations, and to set and protect stakes during operations.

1.03 JOB CONDITIONS

- A. Coordination: Coordinate all work of this Section with related work of other Sections. Failure to coordinate properly will not reduce the obligation to meet the standards of acceptance of the various elements of work contained herein.
- B. Sequencing and Scheduling:
 1. No planting or seeding shall be begun until acceptance of fine grading by the Owner's Representative.
 2. No permanent planting or seeding shall be done in areas where construction operations may damage the work.
 3. All existing or new lawn areas damaged by construction operations or other causes shall be repaired to the Owner's Representative's satisfaction, at no additional cost to the Owner.
- C. Existing Conditions: All work that the Work of this Section is contingent upon shall be examined and any deficiencies shall be reported to the Owner's Representative. Commencement of work will be construed to mean complete acceptance of the preparatory work. No adjustment will be made for discrepancies brought to the attention of the Owner's Representative after work has begun.
- D. Extent of Work: Areas to be loamed, seeded, and mulched include all areas disturbed by the Contractor's activities which are not scheduled for other surfaces. All areas disturbed by the work and not otherwise covered or protected by other surfacing shall be dressed, seeded, and mulched.
- E. Planting Time: Planting shall be done within the following dates:
 1. Deciduous trees and shrubs- March 15th to June 15th or September 15th to December 1st.
 2. Evergreen trees and other- March 15th to June 15th or August 15th to October 1st.

1.04 SUBMITTALS

- A. Chemical analysis of the topsoil by an approved testing laboratory to be utilized with recommended rates of fertilization and liming based upon the analysis. Contractor shall submit the test results to the Owner's Representative prior to application of soil amendments.
- B. Submit information on seed mixes, including USDA certifications for grass seed purity and blend, for areas to be seeded.
- C. Submit USDA certification for sod seed purity and blend, for areas to be sodded.

1.05 SPECIAL PROJECT WARRANTY

- A. Lawns: Provide a uniform stand of grass by watering, mowing, and maintaining lawn areas until acceptance. Replant areas which fail to provide a uniform stand of grass with specified materials, until all affected areas are accepted by the Owner's Representative.
- B. Acceptance:
 - 1. In order to receive a Certificate of Substantial Completion, the Contractor must establish an acceptable and satisfactory stand of grass at all seeded areas.
 - 2. The Owner's Representative shall have final authority on the acceptance of seeded areas and the determination of an acceptable and satisfactory stand of grass. To be acceptable, all areas of grass shall be well-rooted, thick in growth, uniformly healthy in color, texture, and growth pattern, and shall meet the following criteria:
 - a. A minimum germination rate of 90% for all seeded lawns. Areas and spots not showing a prompt "catch" shall be scarified, re-fertilized, and re-seeded at two-week intervals until 90% germination is attained,
 - b. No bare spots larger than one foot (1') square with less than 75% germination shall be evident,
 - c. No annual, perennial, or noxious weeds shall be evident.

PART 2 - PRODUCTS

2.01 PLANT MATERIALS

A. General Qualifications

- 1. Plant material shall be good examples of their species or variety, with uniform, well developed branch structure. Trees shall have a balanced head and single leader.
- 2. Trees shall be accordance with the American Standard of Nursery Stock of the American Association of Nurserymen.
- 3. Plant materials shall be freshly dug. No plants from cold storage or previously held in stock will be accepted.
- 4. All material shall be nursery grown. No collected material will be accepted without prior written approval from Owner and review and acceptance of proposed transplanted materials by Owner's Representative prior to collection.
- 5. Only materials grown with Hardiness Zones 1 through 5, as established by the Arnold Arboretum, Jamaica Plain, Massachusetts, or USDA zones 2-6 will be accepted. The Contractor shall certify in writing that the stock has been grown under zone 5 or hardier conditions.
- 6. Plant material shall be sound, healthy, and vigorous of growth, free of disease, inspect pests, eggs or larvae. All parts shall be moist and show active green cambium when cut.
- 7. Plants shall conform to the measurement specified, except that plants larger than those specified may be used if approved by the Owner. Use of larger plants shall not increase the contract

price nor allow the Contractor to use smaller than specified material on other plants. If larger plants are approved, the root ball, root spread, or container shall be increased in proportion to the size of the plant.

8. Caliper measurements shall be taken on the trunk 6 inches (15cm) above the root collar for trees up to 4 inches (10cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10cm) in caliper. Height and spread dimensions specified refer to the main body in their normal position. If a range of size is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum specified. Plants that meet measurements but do not possess a normal balance between height and spread, as judged by the Owner's Representative, shall be rejected.
- B. Deciduous Trees: Provide trees of height and caliper listed or shown with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed.
 - C. Deciduous Shrubs: Provide shrubs of the height or spread listed and with not less than minimum number of canes specified by ANSI Z60.1 for type and height of shrub required.
 - D. Container-grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs, subject to specified limitations for container-grown stock. Containerized plants shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants shall not be pot bound, nor have kinked, circling, or bent roots. Root collar shall be apparent at surface of ball.
 - E. Coniferous and Broadleafed Evergreens: Provide evergreens of sizes shown or listed. Dimensions shall be in accordance with ANSI Z60.1.
 - F. Trees with multiple leaders, unless specified will be rejected. Trees with damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cut off limbs over $\frac{3}{4}$ inch (2 cm) diameter that are not completely callused are cause for rejection.
 - G. Balled and burlapped plants shall be dug with solid balls of standard size, the balls securely wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, biodegradable rope or twine. Alternatively, they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with nonsynthetic, biodegradable rope and twine. Root collar shall be apparent at surface of ball. Bare root plants shall have a healthy, well branched root system characteristic of the species and with adequate spread.
- 2.02 EROSION CONTROL SEED MIX
- A. Seed Mix: Fresh, clean, and dry new seed, of mixed species as follows:
 1. Creeping Red Fescue (*Festuca rubra*)
 2. Canada Wild Rye (*Elymus canadensis*)
 3. Switch Grass (*Panicum virgatum*)
 4. Annual Ryegrass (*Lolium multiflorum*)
 5. Indian Grass (*Sorghastrum nutans*)
 6. Little Bluestem (*Schizachyrium scoparium*)
 7. Perennial Ryegrass (*Lolium perenne*).

Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1. Basis of Design: New England Wetland Plants.

“New England Erosion Control/Restoration Mix For Dry Sites”: Planting Blend appropriate for dry and recently disturbed sites.

2. New England Seed Company.
3. Roundstone Native Seed, KY.
4. Or approved equal.

- B. Seed Carrier: Inert material, sharp clean sand or perlite, mixed with seed at a ratio of not less than two parts seed carrier to one part seed.

2.03 SEMI-SHADE AND EDGE SEED MIX

- A. Seed Mix: a selection of native grasses and forbs that will tolerate semi-shade and edge conditions. Mix shall be appropriate to be applied by hydro-seeding (no tackifiers), by mechanical spreader, or by hand.

1. Virginia Wildrye (*Elymus virginicus*),
2. Canada Wild Rye (*Elymus canadensis*),
3. Partridge Pea, (*Chamaecrista fasciculata*),
4. Red Fescue, (*Festuca rubra*),
5. Spiked Gayfeather/Marsh Blazing Star (*Liatris spicata*),
6. Sensitive Fern (*Onoclea sensibilis*),
7. Zigzag Aster (*Aster prenanthoides*/*Symphyotrichum prenanthoides*),
8. Hollow-Stem Joe Pye Weed (*Eupatorium fistulosum*/*Eutrochium fistulosum*),
9. White Avens, (*Geum canadense*),
10. Eastern Columbine (*Aquilegia canadensis*),
11. Path Rush (*Juncus tenuis*)

- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to New England Wetland Plants “New England Semi-Shade Grass and Forbs Mix” (the Basis of Design) or approved equal mix from the following seed suppliers:

1. New England Wetlands Plants, 820 West Street, Amherst MA, 01002.
2. Valley Green, 642 S Summer St, Holyoke MA 01040.
3. New England Seed Company, 122 Park Ave, Building H, East Hartford, CT.
4. Or approved equal.

- C. Comply with supplier’s recommended application rate for approved seed mix.

2.03 STRAW MULCH

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

2.05 PESTICIDES

- A. General: Do not use pesticides without permission from Owner. If approved for use by Owner, pesticides shall be registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer. Do not use herbicides without permission from Owner.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated. Do not use herbicides without permission from Owner.

2.06 HYDROSEED FOR EROSION CONTROL

- A. Hydroseed for erosion control shall include a hydraulically-applied erosion control product. The product shall be a 100% biodegradable High Performance Growth Medium, made in the United States and composed of 100% recycled, thermally refined (within a pressurized vessel) virgin wood fibers, crimped interlocking biodegradable fibers, mineral activators, and wetting agents (including high-viscosity colloidal polysaccharides, cross-linked biopolymers and water absorbents). The material shall be phytosanitized, free from plastic netting, requires no curing period and upon application forms an intimate bond with the soil surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth.
- B. The material shall conform to the following typical property values when uniformly applied at a rate of 3,500 pounds per acre (3,900 kilograms/hectare) under laboratory conditions.
- C. Composition: All components of the High Performance Growth Medium shall be pre-packaged by the Manufacturer to assure both material performance and compliance with the following values. Under no circumstances shall field mixing of components be permitted. No chemical additives with the exception of fertilizer, soil neutralizers and biostimulant materials should be added to this product.
 - 1. Thermally Processed* (within a pressurized vessel) Virgin Wood Fibers – 80%
 - 2. *Heated to a temperature greater than 380 degrees Fahrenheit (193 degrees Celsius) for 5 minutes at a pressure greater than 50 psi (345 kPa)
 - 3. Wetting agents (including high-viscosity colloidal polysaccharides, cross-linked biopolymers, and water absorbents) – 10%
 - 4. Crimped Biodegradable Interlocking Fibers – 5%
 - 5. Micro-Pore Granules – 5%
- D. Acceptable products and manufacturers: a High Performance Growth Medium shall be provided from the following manufacturer's:
 - 1. Basis of Design: Flexterra High Performance-Flexible Growth Medium (HP-FGM) by PROFILE Products LLC, www.profileproducts.com.

2. Approved equal.

E. Packaging

1. Bags: UV and weather-resistant plastic film.
2. Pallets: Weather-proof, stretch-wrapped with UV resistant pallet cover.

2.06 BARK MULCH

- A. Bark Mulch shall be double-ground hemlock bark processed to yield fibrous, pliable slices not exceeding one half (1/2) inch in width and/or three inches in length. Bark Mulch shall have a ninety-eight (98) percent organic matter with pH range of 3.5 to 4.5. Moisture content of packaged material is not to exceed thirty-five (35) percent. Bark Mulch shall not contain an excess of wood fiber or an admixture of their materials as determined by the Owner. Samples of Bark Mulch must be submitted to Owner prior to application, for Owner's approval.

PART 3 - EXECUTION

3.01 RATES OF APPLICATION

- A. Chemical controls and weed preventatives and grass seed shall be applied at the following rates:

<u>Material</u>	<u>Per 1,000 Sq. Ft.</u>
Initial Soil Amendments	per Soil Test Recommendations
Fertilizer	per Soil Test Recommendations.

3.02 INSTALLATION

- A. Soil Preparation

1. Soil Preparation of New Grass Areas or Areas Disturbed by Contractor's Operations:
 - a. Where grass is to be planted in areas that have been altered or disturbed by excavating, grading, or stripping operations, prepare soil as follows:
 - 1.) Limit soil preparation to areas to be planted within 7 days.
 - 2.) Loosen topsoil within lawn areas by tilling to a minimum depth of 4 inches. Remove by mechanical raking all stones over 1" in any dimension, sticks, weeds, clods, lumps, roots, rubbish, and other extraneous or deleterious materials.
 - b. Protect existing grass areas and create a smooth transition between them and new work. Repair any damage done to the satisfaction of the Owner's Representative.
 - c. Fine grade as necessary to achieve a smooth even surface true to line and grade. Match grades smoothly with existing grass areas to remain.
 - d. Secure acceptance of fine grading by the Owner's Representative prior to the commencement of seeding or sodding operations.

B. Seeding Season

1. The calendar dates for seeding shall be:
 Spring - March 15 to May 15
 Fall - August 15 to September 30
2. All disturbed areas shall be treated during the seeding season as follows:
 - a. Areas at final grade: Permanent seeding shall be accomplished.
 - b. Areas not to be brought to final grade for an extended period of time: Temporary seeding shall be perennial ryegrass (*Lolium perenne*) at the rate of 3 pounds per 1,000 square feet.
 - c. During "out of season" periods unseeded areas shall be treated in accordance with the Standard Specifications. "Out of Season" treatments shall be removed prior to seeding unless otherwise directed by the Owner's Representative.

C. Seeding New Grass / Wildflower Seeded Areas

1. Where new grass areas abut other newly planted or existing planted areas establish limits of new grass with lime. Secure approval by Owner's Representative of limed edge prior to beginning seeding operations.
2. Application of Soil Amendments
 - a. Apply fertilizer, lime, and other initial soil amendments evenly at rates determined by topsoil test results and thoroughly incorporate into the upper 2 inches of topsoil by disking, harrowing or other acceptable methods.
 - b. Rake the finished surface smooth.
3. Erosion Preventative: Slopes steeper than one foot vertical to 3 feet horizontal or greater, or any areas which will receive concentrated run-off water, shall be covered with fully-biodegradable, plastic-free, wildlife-friendly, jute netting erosion preventative (RollMax BioNet Biodegradable erosion control blankets, or approved equal). If jute netting is used, overlap no less than one foot, and the material shall be secured by pegs. Do not remove material after germination.
4. Maintain a moist seed bed at all times. Water the seed bed so that the topsoil is wet to a depth of two inches.
5. Protect the seed bed with barricades, if necessary, to keep all traffic off the areas.
6. After grass has appeared, re-seed all areas which have failed to show a uniform stand of grass. For isolated points of erosion that are not able to be stabilized by re-seeding, use sod.

D. Hydroseeding New Grass

1. All seeded areas except areas to be sodded shall be hydroseed. Submit a written description of the proposed process, complete with materials and equipment to be used, to the Owner's Representative for approval prior to initiation of any hydroseeding operations.

2. Application of soil amendments and seed to be accomplished in one operation by the use of approved mobile hydraulic system operated by experienced personnel. Materials shall be mixed with water in slurry tank and kept in an agitated state so that materials will be uniformly suspended in the water. Spraying equipment to produce uniform and even distribution of materials on areas designated. Inadequately covered areas to be re-sprayed as necessary or as designated by the Owner's Representative.
3. Apply slurry uniformly to all areas to be seeded. Rate of application as required to obtain specified seed sowing rate.
4. Reference Paragraphs 3.02 A, B, and C.

E. Mechanical Seeding of New Grass

1. If approved by the Owner's Representative, the Contractor may mechanically seed small sections of the areas to be seeded to lawn. This methodology shall be limited to small sections of lawn and shall not be used unless prior approval has been granted.
2. Do not use wet seed or seed which is moldy or has been damaged in transit or storage.
3. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds 5 miles per hour or when the ground is in a frozen, wet, or in an otherwise nontillable condition.
4. Sow no less than the quantity of seed specified.
5. Cover seed with a thin layer of topsoil by raking or dragging.
6. Immediately after the seeding operations have been completed, the entire area shall be compacted by use of a roller weighing 60 to 80 pounds per linear foot. If the soil is of such a type that a smooth or corrugated roller cannot be operated satisfactorily, a pneumatic roller may be used if it has tires of sufficient size so that complete coverage of soils is obtained. When a cultipacker or similar equipment is used, the final rolling shall be at right angles to the prevailing winds to prevent wind erosion.
7. Protect seeded areas against erosion either by spreading specified straw mulch or hydro-mulching immediately after completion of seeding operations. If straw mulch is used, spread uniformly to form a continuous blanket not less than 2" loose measurement over seeded areas. Spread by hand, blower or other suitable equipment.

F. Existing Grass

1. All existing grassed or vegetated areas shall be protected from unnecessary damage due to construction operations.
2. Existing grassed or vegetated areas within the project site shall be maintained by the Contractor.

G. Trees and Shrubs

1. All trees and shrubs are to be installed according to nursery provider recommendations. They shall be planted according to the planting schedule on the plans. All materials and products necessary for the proper planting of shrubs shall be supplied by the Contractor at no additional cost to the Owner including but not limited to: topsoil, mulch, fertilizer, etc.
2. Excavate pits, beds, and trenches with vertical sides and with bottom of excavation slightly raised a center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
3. Bare Root Shrubs: Make excavations at least 10 inches wider than root spread and deep enough to allow for setting of roots on a layer of compacted backfill and with collar set at same grade as in nursery.
4. Balled and Burlapped Trees and Shrubs: Make excavations at least two (2) feet wider than the ball diameter and equal to the ball depth.
5. Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not bend or bind trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.
6. Deliver trees and shrubs after preparation for planting has been completed and plant immediately. If planting is delayed more than six (6) hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
7. Plants must be protected at all times from the sun or drying winds; Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil covered with wood chips or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than 3 days after delivery without permission from the Owner. Plants shall not be bound with wire or rope at any times so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
8. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of a botanical and common name. Tag shall remain legible a minimum of 60 days.
9. Notify Owner in writing of all soil or drainage conditions which Contractor considers harmful to growth of plant material. State condition and submit proposal for correcting condition, including additional cost, if any.
10. Test drainage of plant beds and pits by filling with water. Conditions permitting the retention of water for more than 24 hours shall be brought to the immediate attention of the Owner's Representative. State condition and proposal or correcting condition including additional costs for correction, obtain approval from Owner before proceeding.

3.03 PROTECTION

- A. Erect barricades and warning signs as required to protect newly seeded and sodded areas and existing grass areas to remain from traffic. Maintain barricades until acceptance.

3.04 MAINTENANCE

- A. Specific Operations

1. Maintenance shall consist of the following elements:

2. Watering, fertilizing, weed control, disease control, insect control, mowing, trimming, and other operations such as rolling, regrading, replanting, as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
3. Remulch with new mulch in areas where the mulch has been displaced by wind or maintenance operations. Anchor as required to prevent displacement. Remove all weeds on a weekly basis from all mulch/planting beds by hand-pulling.
4. After the grass has appeared, all areas and parts of areas which fail to show a uniform stand of grass, for any reason whatsoever, shall be reseeded and such areas and parts of areas shall be seeded repeatedly until all areas are covered with a satisfactory growth of grass.
5. Suitable signs and barricades shall be erected to protect the seeded areas.
6. Watering: The Contractor shall be responsible for the watering of all seeded and sodded areas, which shall be kept moist. The Owner's Representative's opinion will prevail in the event that a dispute develops with the Contractor as to whether or not the seeded and grassed areas are moist. Seeded areas on which growth has started shall be watered to a minimum depth of 2 inches to assure continuing growth. Watering shall be done in a manner which will provide uniform coverage, prevent erosion due to application of excessive quantities over small areas, and prevent damage to the finished surfaces due to the watering equipment. The Contractor shall furnish sufficient watering equipment to apply one complete coverage to the seeded areas in an 8 hour period.
7. Initial grass mowing shall occur when grass reaches a height of 4 inches. Time the subsequent mowings to maintain the grass at a 2 to 3 inches in height. Do not mow lower than 2 inches. Do not delay mowing such that grass blades bend over and become matted.
8. Apply fertilizer after first mowing and when the grass is dry. Use fertilizer which will provide not less than 1.0 lb of actual nitrogen per 1,000 sq. ft. of grass area.
9. The Contractor shall care for all of the seeded and sodded areas until the work has been accepted. Care shall include any re-grading, re-fertilizing, re-seeding, and mowing which may be necessary.

3.05 ACCEPTANCE OF PLANTINGS AND GRASS

A. General:

1. In order to receive a Certificate of Substantial Completion, the Contractor shall establish an acceptable and satisfactory stand of grass at all seeded and sodded lawn areas.

B. Plantings will be acceptable provided requirements, including maintenance, have been complied with.

C. Grass may not be accepted prior to 30 days from its installation and three (3) mowings.

D. Inspections

1. Preliminary Inspection and Acceptance

After the completion of planting and all other related operations the Contractor shall make a written request to the Owner for a formal inspection of the work. If plant materials and workmanship are acceptable upon inspection, written notice will be given to the Contractor stating that the work has received Preliminary Acceptance and that the establishment period has commenced from the date of the notice. Establishment period shall be one (1) year.

2. Final Inspection for Acceptance

- a. A final inspection for acceptance of all grass and plantings will be held after all adjustments required by the preliminary inspection for acceptance have been made. The Contractor shall notify the Owner's Representative in writing requesting a final inspection to grant acceptance.
- b. At the discretion of the Owner's Representative, acceptance may be granted to individual areas.
- c. At time of final inspection plant material shall be sound, healthy, and vigorous of growth, free of disease, inspect pests, eggs or larvae. All parts shall be moist and show active green cambium when cut.
- d. Following acceptance, the Owner shall assume responsibility for all lawn maintenance.

3.06 INVASIVE SPECIES CONTROL

- A. Prior to the screening or spreading of any onsite or borrow topsoil or initiating any intermediate or final lawn work, or plant beds, the Contractor shall submit for review and approval an Invasive Species Control Plan for the project site. Contractor shall note that the invasive species Japanese Knotweed, Oriental Bittersweet, Glossy Buckthorn, Multiflora Rose and Black Locust have been documented to exist within the project limits. At a minimum the Invasive Species Control Plan shall address the following elements:
- B. Identify Potential Invasive Species – The Invasive Species Control Plan shall identify the potential invasive plant species on the project site. Four priority invasive species found throughout New England are Purple Loosestrife, Common Reed (Phragmites), Japanese Knotweed, and Giant Hogweed. The Plan shall specifically address the priority species and shall address any additional invasive species that may interfere with the establishment of acceptable lawns, wildflower meadow areas, and plant beds at the project site.
- C. Inventory – Contractor shall develop an inventory of invasive plant species observed on the project site. Contractor shall continually update the inventory.
- D. Early Detection and Rapid Response – Contractor shall perform early detection and immediately upon detection or notification of detection shall perform an approved method of weed control on invasive species.
 1. Herbicides: All herbicides, methods of application, materials and tank mixes, methods of working, transportation, storage and records shall be in strict accordance with current legislation and codes of practice. The Contractor shall make available to the Owner evidence of competency in the use of herbicides. The herbicides shall be fit for the purpose for which they are intended. Only herbicides intended for horticultural applications (not agricultural applications) shall be used, subject to Owner's approval as specified above.

- E. Minimize Soil Disturbance: Where practical, Contractor shall minimize areas of soil disturbance due to the nature of invasive plants to rapidly colonize areas of disturbed soil.
- E. Contractor shall seed, plant and mulch disturbed areas with native plant stock as soon as possible, due to the nature of invasive plants to rapidly colonize any area of disturbed soil. If outside the growing season for seed germination, disturbed areas shall still be mulched. Sources of mulch shall be free of invasive plant parts or seeds. Use of straw or wood fiber mulch is preferred. Hay mulch shall not be utilized.

3.07 GUARANTEE PERIOD

- A. Following completion of the establishment period, (1-year), the plants shall be guaranteed for a period of two (2) years. At the end of the guarantee period, a Final Inspection with the Contractor and Owner will be held to determine whether any plant material replacements are required.
- B. During the guarantee period the Contractor shall provide care as required to produce an acceptable planting at the final inspection. To be found acceptable at that time each plant shall have been established in place for at least two (2) years, shall show at least 75% healthy growth and shall have the natural character of its species as determined by the owner.
- C. Plants found unacceptable or dead shall be removed promptly from the site and replaced during the specified planting season. Replacements shall be of the same species and size and shall conform in all respects to the specifications for furnishing and installing new plants. Replacements shall be maintained and guaranteed as specified for the original plantings. If, at the end of the guarantee period for the replacement planting, the replacement is not in acceptable condition, the owner may elect to accept a credit in lieu of a second replacement.
- D. Cost of replacement shall be borne by the Contractor, except when such replacement is required due to vandalism or neglect by others.
- E. At the end of the guarantee period the Contractor shall remove and dispose of all stakes and guys, as a condition of final acceptance and release of retainage.
- F. During the guarantee period of (2) years, control measures shall be employed by the Contractor to maintain all landscaped areas free of invasive plant species.

*****END OF SECTION*****

IFB # 2024-10C
SEPTEMBER 20, 2023

Anniversary Hill Park Trail and Utility Corridor

DRAWINGS

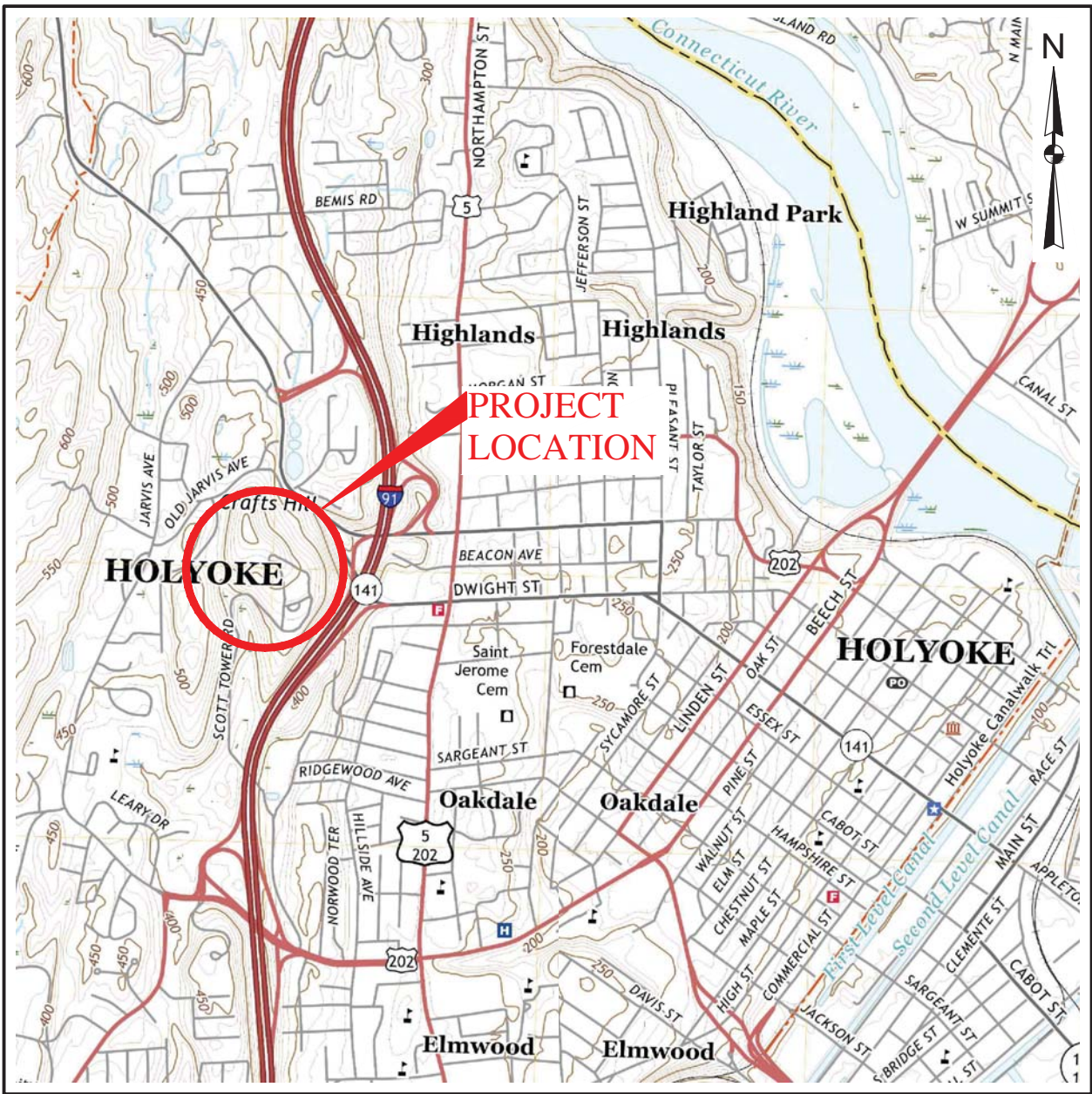
ANNIVERSARY HILL PARK
ACCESSIBLE TRAIL AND UTILITY CORRIDOR
HOLYOKE, MASSACHUSETTS

SEPTEMBER 20, 2023

BID NO.: 2024-10C

DRAWING LIST:

- COVER SHEET
- EX-1 EXISTING CONDITIONS PLAN
- C-1 OVERALL SITE IMPROVEMENTS PLAN
- C-2 SITE PREPARATION, DEMOLITION, EROSION & SEDIMENT CONTROL PLAN
- C-3 EROSION & SEDIMENT CONTROL NOTES AND DETAILS
- C-4 LAYOUT PLAN NO. 1
- C-5 LAYOUT PLAN NO. 2
- C-6 GRADING AND UTILITY PLAN NO. 1
- C-7 GRADING AND UTILITY PLAN NO. 2
- C-8 SITE DETAILS NO. 1
- C-9 SITE DETAILS NO. 2
- L-1 LANDSCAPE PLAN NO. 1
- L-2 LANDSCAPE PLAN NO. 2



LOCUS PLAN
U.S.G.S. MOUNT TOM, MA QUAD 2021 &
SPRINGFIELD NORTH, MA QUAD 2021

MAYOR: JOSHUA GARCIA
DEPARTMENT OF CONSERVATION
AND SUSTAINABILITY
DIRECTOR: YONI GLOGOWER

A COOPERATIVE OUTDOOR RECREATION PROJECT BETWEEN

THE CITY OF HOLYOKE

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THE EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL OFFICE
MASSACHUSETTS LAND WATER CONSERVATION FUND
GATEWAY CITY PARKS PROGRAM

KESTREL LAND TRUST,

AND THE

COMMUNITY PRESERVATION ACT PROGRAM



PREPARED FOR:

City of Holyoke
Department of Conservation and Sustainability
City Hall Annex, Room 412
Holyoke, MA 01040



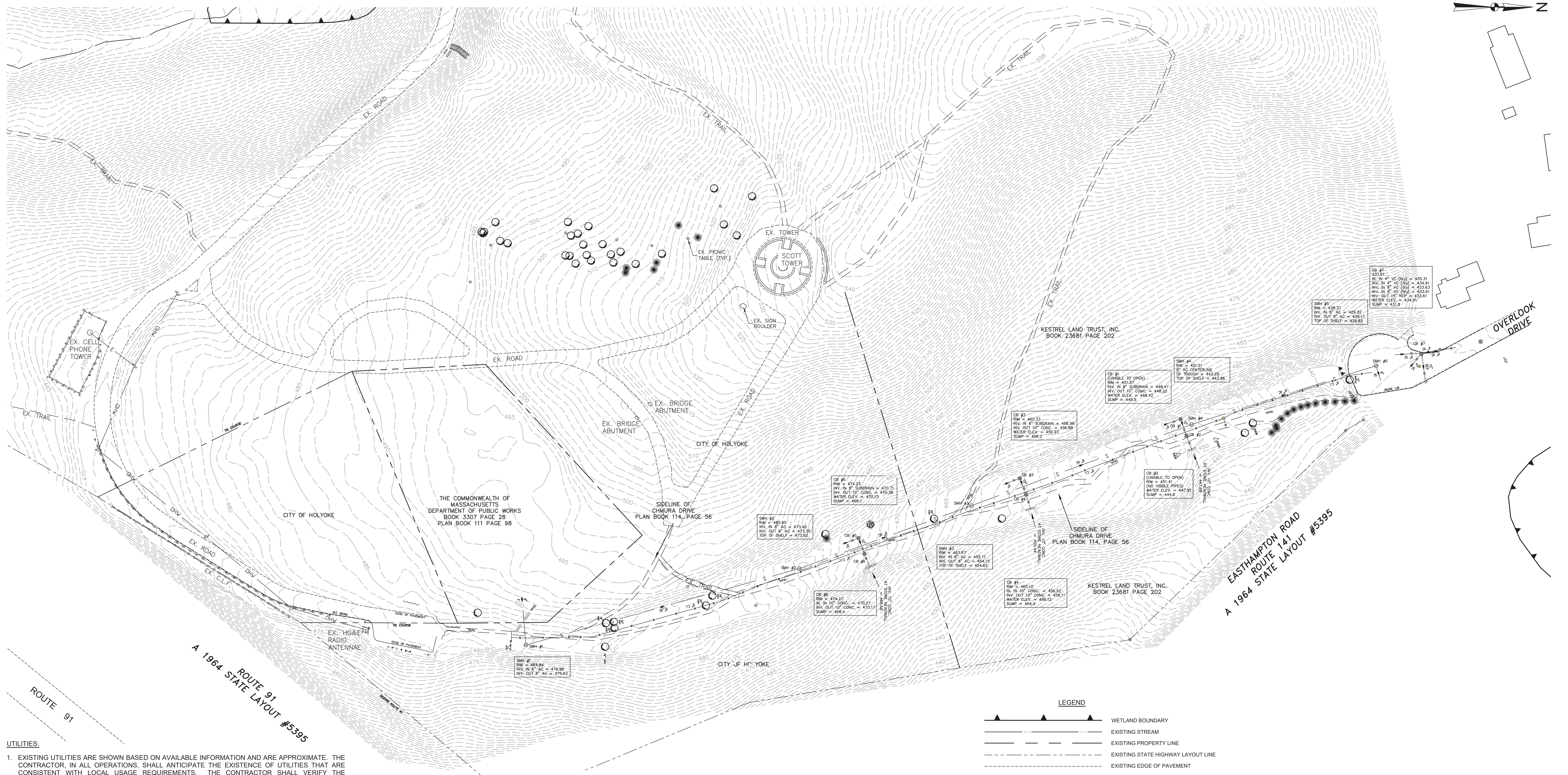
DESIGNER:

GZA GeoEnvironmental, Inc.
Engineers and Scientists
ONE FINANCIAL PLAZA
1350 Main Street, Suite 1400
Springfield, MA 01103
413-726-2100



SURVEYOR:

HERITAGE Land Surveying & Engineering, Inc.
241 College Highway & Clark Street, Post Office Box 90
Southampton, MA 01073
413-527-3600



UTILITIES:

1. EXISTING UTILITIES ARE SHOWN BASED ON AVAILABLE INFORMATION AND ARE APPROXIMATE. THE CONTRACTOR, IN ALL OPERATIONS, SHALL ANTICIPATE THE EXISTENCE OF UTILITIES THAT ARE CONSISTENT WITH LOCAL USAGE REQUIREMENTS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY THE APPROPRIATE UTILITY COMPANY OR AUTHORITY.
2. UNDERGROUND UTILITY LOCATIONS WERE COMPILED FROM FIELD SURVEY, RECORD DRAWINGS AND AVAILABLE UTILITY COMPANY RECORD PLANS. ALL EXISTING CONDITIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IF FIELD CONDITIONS ARE OBSERVED THAT VARY FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING FOR RESOLUTION OF THE CONFLICTING INFORMATION.
3. THE CONTRACTOR SHALL DIG TEST PITS, AND/OR PERFORM OTHER EXPLORATIONS, WHERE REQUIRED, TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND WHEREVER PROPOSED UNDERGROUND UTILITIES OR OTHER ELEMENTS OF THE WORK MAY CROSS OR BE ADJACENT TO EXISTING UTILITIES.
4. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE, OR COORDINATE THE RELOCATION OF EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLAN. CONTRACTOR SHALL NOTIFY APPROPRIATE UTILITY AT LEAST 3 WEEKS PRIOR TO ANY REQUIRED UTILITY RELOCATIONS.
5. CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE PROPER FUNCTION OF ALL UTILITIES IN THE AREAS UNDER CONSTRUCTION PRIOR TO THE TIME WHEN THE FINAL SYSTEM IS PLACED INTO SERVICE. ALL PIPES, STRUCTURES, AND POLES WITHIN THE LIMITS OF WORK SHALL BE LEFT IN A CLEAN AND OPERABLE CONDITION AT THE COMPLETION OF WORK. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES AND FOR REPAIRS THAT COMPLY WITH THE REQUIREMENTS OF THE CITY OR RESPECTIVE UTILITY COMPANY.
6. ADJUST ALL MANHOLES TO FINISH GRADE AND CATCH BASIN TO FINISHED GRADE ELEVATION MINUS 0.01'. ADJUST ALL GATE BOXES, CURB STOPS AND CLEANOUT COVERS TO FINISH GRADE.
7. UTILITY TRENCHES IN ROADWAY SHALL BE MADE SAFE AT THE END OF EACH WORK DAY AND PATCHED WITHIN 48 HOURS OR AS DIRECTED BY THE ENGINEER.

BURIED STRUCTURES:

1. THE SITE MAY CONTAIN EXISTING STRUCTURES, PIPELINES AND UTILITIES NOT SHOWN ON THE PLANS. WHEN ENCOUNTERED THE STRUCTURE/PIPELINE/ UTILITY SHALL BE MEASURED, DESCRIBED, AND THE LOCATION SHALL BE IDENTIFIED BY AT LEAST THREE TIES TO PERMANENT SURFACE FEATURES.
2. THE DPW ENGINEERING STAFF AND HOLYOKE WATER DEPARTMENT SHALL BE CONTACTED (PRIOR TO BURIAL) TO EVALUATE AND ADVISE WITH REGARD TO NEED TO MAINTAIN OR ABANDONED SUCH STRUCTURES, PIPELINES, OR UTILITIES.

GENERAL NOTES:

1. EXISTING CONDITIONS AND TOPOGRAPHIC INFORMATION TAKEN FROM PLAN ENTITLED "TOPOGRAPHICAL PLAN OF LAND IN HOLYOKE, MASSACHUSETTS, SURVEYED FOR GZA GEOENVIRONMENTAL, INC.", BY HERITAGE LAND SURVEYING & ENGINEERING, INC. DATED MARCH 6. 2023, AND SUPPLEMENTED BY AERIAL PHOTOGRAPHY INFORMATION OBTAINED FROM THE MASSACHUSETTS GEOGRAPHIC INFORMATION SYSTEM (MASSGIS). ADDITIONAL TOPOGRAPHIC INFORMATION OBTAINED FROM MASS GIS LIDAR.
2. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON SURFACE FEATURES AS LOCATED BY SURVEY AND AVAILABLE RECORD DATA, AND ARE APPROXIMATE. ACTUAL LOCATIONS SHOULD BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY AND/OR MUNICIPAL DEPARTMENT PRIOR TO FINAL DESIGN AND/OR CONSTRUCTION.
3. WETLAND BOUNDARY OBTAINED FROM MASSGIS DATA, MARCH 2023

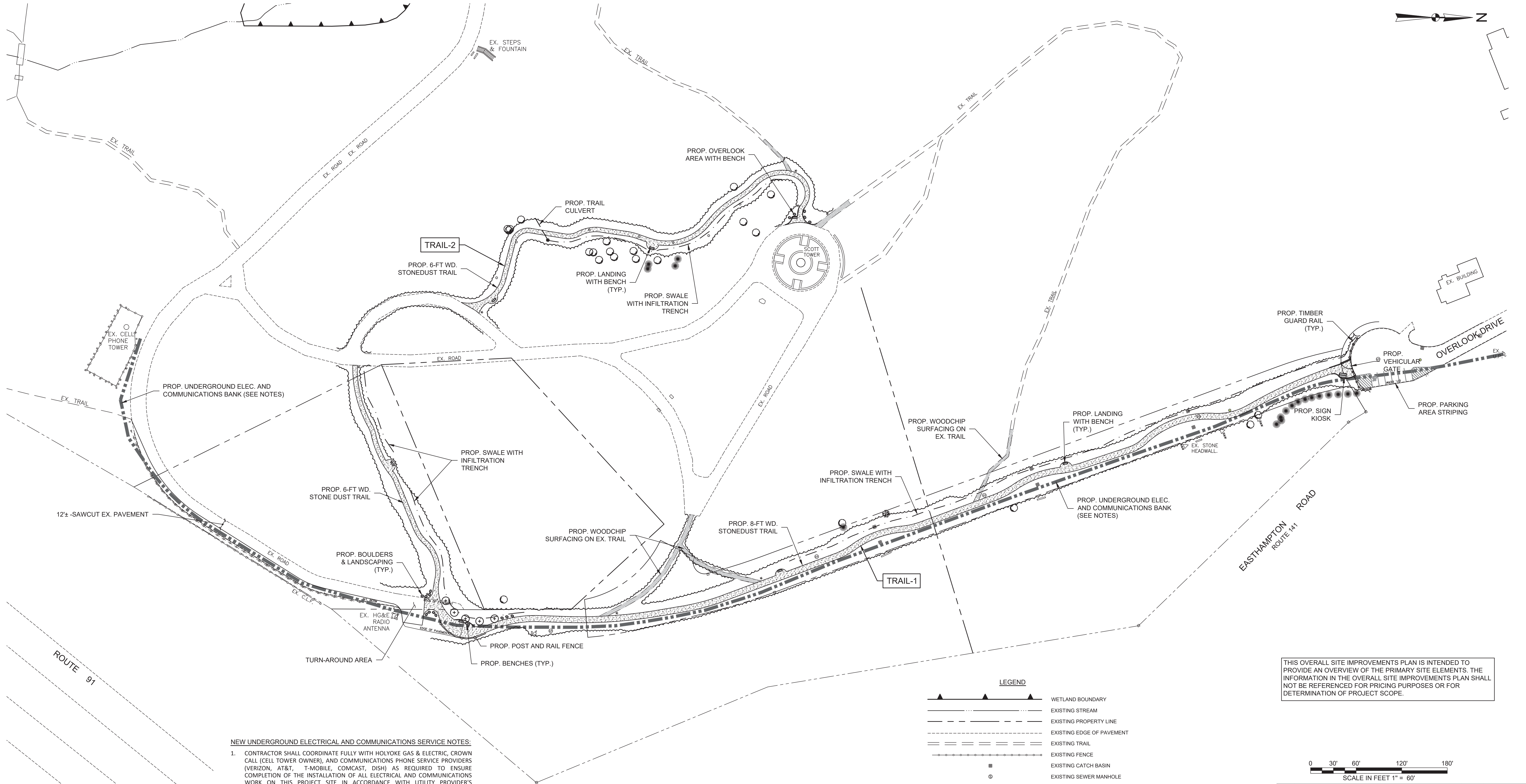
LEGEND

- | | |
|--|------------------------------------|
| | WETLAND BOUNDARY |
| | EXISTING STREAM |
| | EXISTING PROPERTY LINE |
| | EXISTING STATE HIGHWAY LAYOUT LINE |
| | EXISTING EDGE OF PAVEMENT |
| | EXISTING TRAIL |
| | EXISTING FENCE |
| | EXISTING STORM DRAIN |
| | EXISTING SANITARY SEWER |
| | EXISTING WATER LINE |
| | EXISTING OVERHEAD WIRES |
| | EXISTING UNDERGROUND ELECTRIC LINE |
| | EXISTING BOUND FOUND |
| | EXISTING CATCH BASIN |
| | EXISTING SANITARY MANHOLE |
| | EXISTING MANHOLE |
| | EXISTING HYDRANT |
| | EXISTING WATER GATE |
| | EXISTING UTILITY POLE |
| | EXISTING PICNIC TABLE |
| | EXISTING TREE |



NO.	ISSUE/DESCRIPTION	BY	DATE
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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
EXISTING CONDITIONS PLAN			
PREPARED BY:  GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD DESIGNED BY: ARD DATE: SEPT. 20, 2023	REVIEWED BY: NLR DRAWN BY: EDM PROJECT NO. 15.01687.116.00	CHECKED BY: TRG SCALE: 1"=50' REVISION NO. -	DRAWING EX-1

© 2023 - GZA GeoEnvironmental, Inc. DESIGN 15.0167116.00 CAD/DWG 15.0167116.00 - APP/DWG C-1 OVERALL September 14, 2023 EDWARD MULLIN
GZA-A-0 161105 - 0 167199 15.0167116.00 ANNIVERSARY HILL PARK PHASE 1



NEW UNDERGROUND ELECTRICAL AND COMMUNICATIONS SERVICE NOTES:

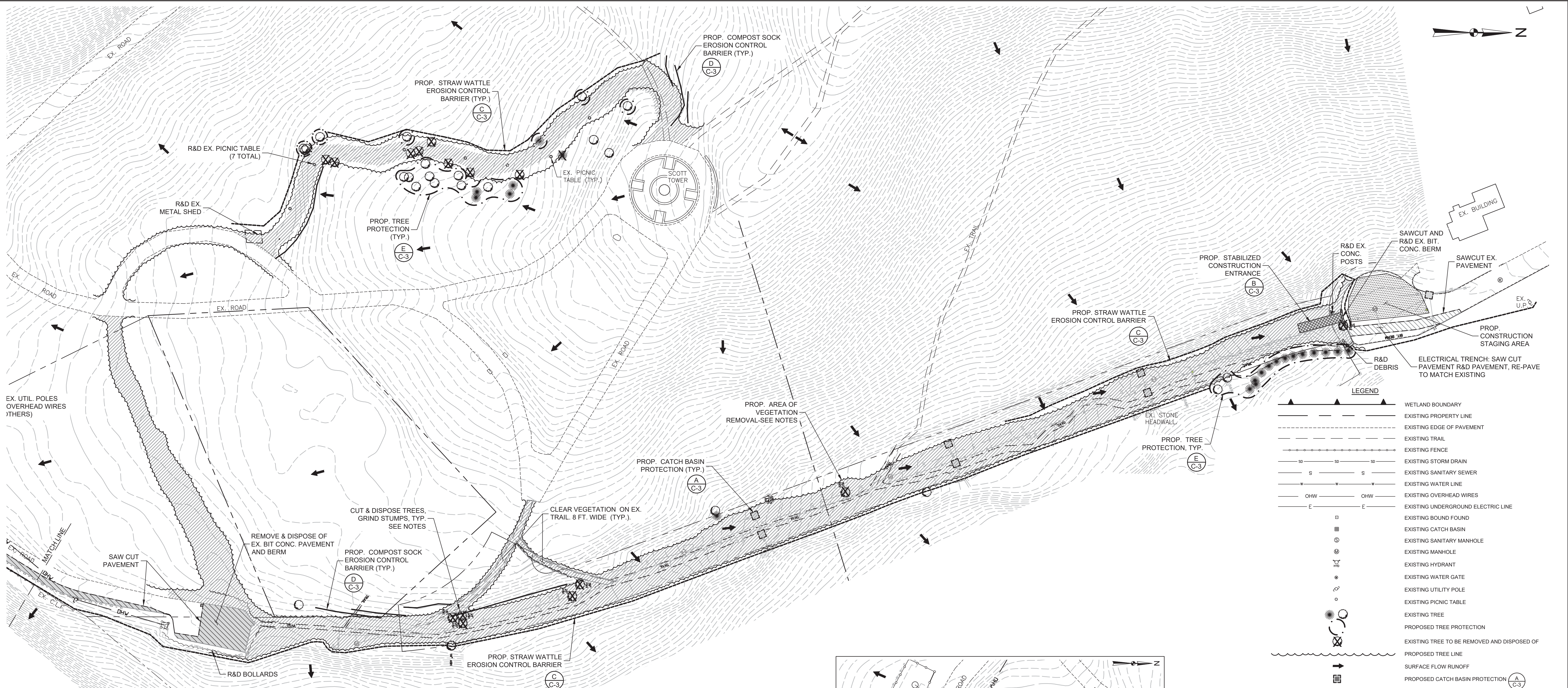
1. CONTRACTOR SHALL COORDINATE FULLY WITH HOLYOKE GAS & ELECTRIC, CROWN CALL (CELL TOWER OWNER), AND COMMUNICATIONS PHONE SERVICE PROVIDERS (VERIZON, AT&T, T-MOBILE, COMCAST, DISH) AS REQUIRED TO ENSURE COMPLETION OF THE INSTALLATION OF ALL ELECTRICAL AND COMMUNICATIONS WORK ON THIS PROJECT SITE IN ACCORDANCE WITH UTILITY PROVIDER'S REQUIREMENTS
2. ROUTING OF ELECTRIC AND COMMUNICATIONS SERVICES TO BE DETERMINED AND COORDINATED WITH OTHER SITE IMPROVEMENTS AND UTILITIES.
3. ALL CONDUIT, SWEEPS, HAND HOLES, COVERS, TRANSFORMER PADS, AND GROUNDING RODS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
4. PRECAST CONCRETE ELECTRIC TRANSFORMER VAULT AND PAD SHALL BE FURNISHED AND INSTALLED BY THE SITE CONTRACTOR.
5. ALL ELECTRIC AND COMMUNICATIONS WORK AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE INDIVIDUAL UTILITY PROVIDERS.
6. CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL CONDUIT AS SHOWN ON THE DRAWINGS AND AS SPECIFIED.
7. ALL ELECTRICAL CONDUIT SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER TO FINISHED GRADE. ALL ELECTRICAL CONDUIT SHALL BE INSTALLED WITH A MINIMUM OF 6" SAND ENCASEMENT IN ALL DIRECTIONS.
8. MAINTAIN MIN. 12" SEPARATION BETWEEN ELECTRIC CONDUIT AND ANY COMMUNICATIONS CONDUITS.
9. ALL CONDUIT SHALL BE CUT FLUSH WITH THE INSIDE OF HAND HOLES AND DEBURRED.
10. ALL CONDUIT SHALL BE INSTALLED WITH A 1/4" PULL ROPE FOR 200± PULLS.
11. ALL ELECTRICAL RELATED WORK SHALL BE PERFORMED IN COORDINATION WITH AND ACCORDANCE WITH THE REQUIREMENTS OF HOLYOKE GAS & ELECTRIC.
12. GROUNDING DETAILS WILL BE PROVIDED BY HOLYOKE GAS & ELECTRIC. CONTRACTOR TO ASSIST WITH THIS COMPONENT OF THE WORK BY PROVIDING EXCAVATION AND BACKFILL AS NECESSARY.
13. CONTRACTOR SHALL CONFIRM UTILITY LAYOUT AND SPECIFICATIONS WITH HG&E AND UTILITY PROVIDERS IN CONSULTATION WITH THE OWNER.

LEGEND	
	WETLAND BOUNDARY
	EXISTING STREAM
	EXISTING PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING TRAIL
	EXISTING FENCE
	EXISTING CATCH BASIN
	EXISTING SEWER MANHOLE
	EXISTING HYDRANT
	EXISTING UTILITY POLE
	EXISTING TREE
	PROPOSED TREE LINE
	PROPOSED TIMBER GUARD RAIL
	PROPOSED POST AND RAIL FENCE
	PROPOSED SWALE WITH INFILTRATION TRENCH
	PROPOSED UNDERGROUND ELECTRIC AND COMMUNICATIONS CONDUIT BANK
	PROPOSED STONE DUST TRAIL
	PROPOSED WOOD CHIP SURFACING

THIS OVERALL SITE IMPROVEMENTS PLAN IS INTENDED TO PROVIDE AN OVERVIEW OF THE PRIMARY SITE ELEMENTS. THE INFORMATION IN THE OVERALL SITE IMPROVEMENTS PLAN SHALL NOT BE REFERENCED FOR PRICING PURPOSES OR FOR DETERMINATION OF PROJECT SCOPE.



NO.		ISSUE/DESCRIPTION	BY	DATE
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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA				
OVERALL SITE IMPROVEMENTS PLAN				
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY		
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING C-1	
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: 1"=60'		
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -		



SITE PREPARATION, DEMOLITION, EROSION & SEDIMENTATION CONTROL PLAN

SITE PREPARATION AND DEMOLITION NOTES:

- PLANS DO NOT PURPORT TO SHOW ALL UTILITIES. CONTRACTOR SHALL CONTACT DIG-SAFE (1-888-344-7233) AND HOLYOKE GAS & ELECTRIC AND HOLYOKE WATER WORKS A MINIMUM OF 72 HOURS PRIOR TO BEGINNING EXCAVATION WORK AT THE SITE.
- THE ACCURACY AND COMPLETENESS OF ANY UNDERGROUND AND OVERHEAD UTILITIES AS SHOWN ON THE DRAWINGS ARE NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION, SIZE, TYPE, ETC. OF ALL UTILITIES THAT MAY BE AFFECTED BY THE WORK OF THIS PROJECT.
- PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL REVIEW SCHEDULING AND SITE SAFETY WITH THE OWNER. CONTRACTOR SHALL ENSURE THAT HIS OPERATIONS HAVE THE MINIMUM POSSIBLE IMPACT ON ALL AREAS OF THE PROPERTY. THE PROPERTY WILL BE OPEN TO THE PUBLIC DURING THE LIFE OF THE PROJECT, HOWEVER, AREAS OF THE PROPERTY MAY BE UTILIZED BY THE CONTRACTOR FOR STAGING.
- THE PROPERTY PERIMETER IS NOT ENTIRELY FENCED AND IS SUBJECT TO RANDOM ENTRY BY UNAUTHORIZED PERSONNEL. THE CONTRACTOR SHALL PROTECT THE PUBLIC FROM THE HAZARDS ASSOCIATED WITH THEIR WORK AT ALL TIMES, INCLUDING THE INSTALLATION OF TEMPORARY BARRICADES OR FENCING AT ACCESS POINTS TO ACTIVE WORK AREAS.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH THE CITY OF HOLYOKE, ITS DEPARTMENT OF PARKS AND RECREATION; DEPARTMENT OF CONSERVATION AND SUSTAINABILITY; DEPARTMENT OF PUBLIC WORKS; POLICE DEPARTMENT; FIRE DEPARTMENT; HOLYOKE GAS & ELECTRIC; HOLYOKE WATER WORKS; AND ELECTRICAL AND COMMUNICATIONS UTILITY PROVIDERS AS NECESSARY.
- UNLESS OTHERWISE NOTED, ALL WORK AND MATERIALS SHALL COMPLY WITH APPLICABLE SECTIONS OF THE MASSACHUSETTS HIGHWAY DEPARTMENT'S "STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES", AS AMENDED.
- CONTRACTOR SHALL NOT REMOVE TREES UNLESS SPECIFICALLY DIRECTED TO DO SO BY THE OWNER'S REPRESENTATIVE. LIMBS MAY BE PRUNED AS ABSOLUTELY NECESSARY FOR ACCESS. UPON APPROVAL OF THE OWNER'S REPRESENTATIVE, ROOT SYSTEMS SHALL BE PROTECTED AND LEFT UNDISTURBED TO THE MAXIMUM EXTENT PRACTICAL. WHERE ROOTS MUST BE CUT, ROOTS SHALL BE NEATLY AND CLEANLY PRUNED, SHALL BE KEPT CONTINUALLY MOIST, AND SHALL BE BACKFILLED AS SOON AS POSSIBLE.
- CONTRACTOR SHALL PERFORM ALL EXCAVATIONS IN STRICT CONFORMANCE WITH APPLICABLE STATE, LOCAL, AND O.S.H.A. RULES, AS AMENDED.
- CONTRACTOR SHALL DEMOLISH, RAZE, REMOVE, AND DISPOSE OF ALL PAVEMENTS, PIPING, VEGETATION, STRUCTURES, AND OTHER OBSTRUCTIONS TO NEW WORK, EXCEPT OPERATING UTILITIES AND THOSE ITEMS FOR WHICH OTHER PROVISIONS HAVE BEEN MADE FOR REMOVAL AND/OR PROTECTION. ALL MATERIALS TO BE DISPOSED OF SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF AT AN OFF-SITE LOCATION, IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
- AT ALL AREAS OF PAVEMENT REMOVAL, THE PAVING EDGE TO REMAIN SHALL BE SAW CUT THROUGH THE ENTIRE PAVEMENT THICKNESS AND SHALL FORM A CLEAN EDGE. WHERE CEMENT CONCRETE SIDEWALKS ARE TO BE REMOVED, SAW CUT SHALL BE MADE AT THE NEAREST APPROPRIATE EXISTING JOINT.
- REPLACE DISTURBED SURFACES WITH MATERIALS AND THICKNESS TO MATCH EXISTING.
- ALL AREAS NOT OTHERWISE SURFACED SHALL RECEIVE MINIMUM 6" LOAM AND SHALL BE SEEDED, MULCHED, AND ESTABLISHED AS LAWN.

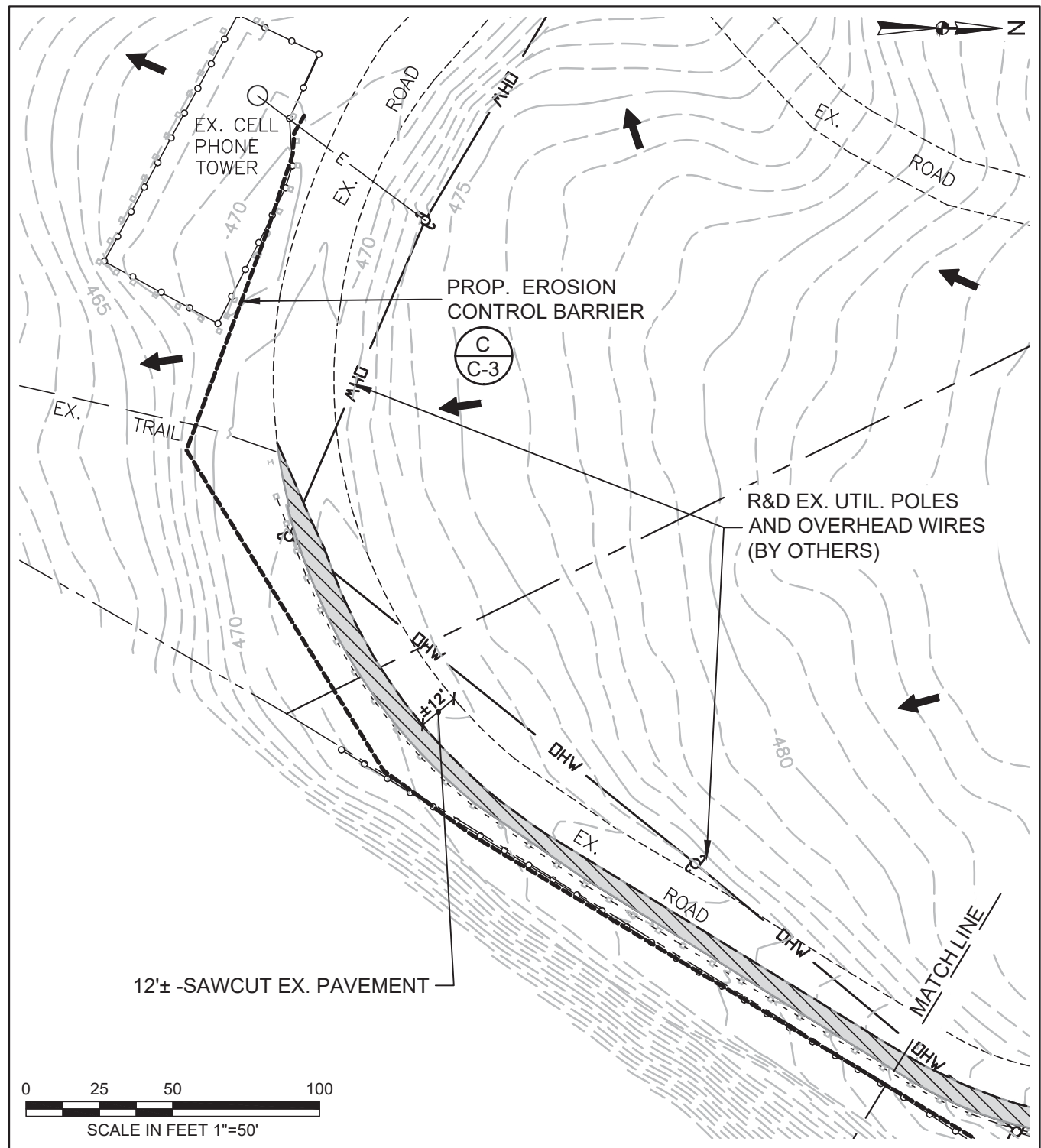


EXISTING OVERHEAD UTILITY DEMOLITION NOTES:

ALL EXISTING OVERHEAD ELECTRIC LINE, UTILITY POLES, OVERHEAD TRANSFORMERS AND GUY WIRES WITHIN LIMIT OF WORK AREA WILL BE REMOVED AND DISPOSED BY ELECTRIC COMPANY UTILITY AND TELEPHONE UTILITY. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES DURING DEMOLITION OF EXISTING UTILITIES.

VEGETATION REMOVAL NOTES:

- CONTRACTOR SHALL STAKE OUT TRAIL AND MARK-OUT LIMITS OF VEGETATION REMOVAL AREA WITH OWNER AND LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL REVIEW ALL PROPOSED REMOVAL TREES WITH OWNER/LANDSCAPE ARCHITECT AFTER TRAIL LAYOUT IS STAKED OUT.
- ALL UNDER STORY VEGETATION IN AREAS DESIGNATED AS VEGETATION REMOVAL AREA SHALL BE CUT, GRUBBED, AND DISPOSED OF OFF SITE.
- ALL TREES APPROVED FOR REMOVAL AND GREATER THAN 6 INCH DBH SHALL BE CUT FLUSH AND STUMPS SHALL BE GROUND TO A MINIMUM OF 1 FT. BELOW FINISH GRADE.
- ALL TREES APPROVED FOR REMOVAL AND LESS THAN 6 INCH DBH SHALL BE GRUBBED.
- PROVIDE TREE PROTECTION FOR ALL TREE DESIGNATED TO BE PROTECTED.

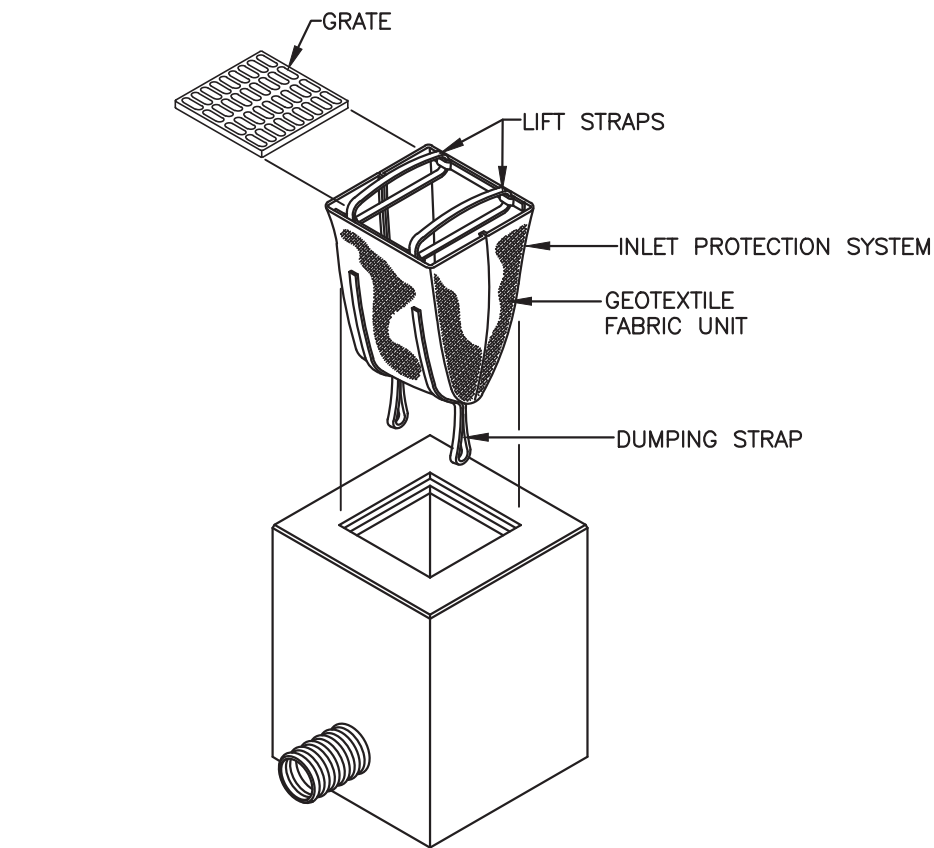


INSERT "A"

LEGEND			
	WETLAND BOUNDARY		
	EXISTING PROPERTY LINE		
	EXISTING EDGE OF PAVEMENT		
	EXISTING TRAIL		
	EXISTING FENCE		
	EXISTING STORM DRAIN		
	EXISTING SANITARY SEWER		
	EXISTING WATER LINE		
	EXISTING OVERHEAD WIRES		
	EXISTING UNDERGROUND ELECTRIC LINE		
	EXISTING BOUND FOUND		
	EXISTING CATCH BASIN		
	EXISTING SANITARY MANHOLE		
	EXISTING MANHOLE		
	EXISTING HYDRANT		
	EXISTING WATER GATE		
	EXISTING UTILITY POLE		
	EXISTING PICNIC TABLE		
	EXISTING TREE		
	PROPOSED TREE PROTECTION		
	EXISTING TREE TO BE REMOVED AND DISPOSED OF		
	PROPOSED TREE LINE		
	SURFACE FLOW RUNOFF		
	PROPOSED CATCH BASIN PROTECTION	(A) (C-3)	
	PROPOSED STRAW WATTLE SEDIMENT CONTROL	(C) (C-3)	
	PROPOSED COMPOST SOCK SEDIMENT CONTROL	(D) (C-3)	
	PROPOSED STABILIZED CONSTRUCTION ENTRANCE	(B) (C-3)	
	PROPOSED AREA OF VEGETATION REMOVAL		
	PROPOSED AREA OF PAVEMENT REMOVAL		
	PROPOSED CONSTRUCTION STAGING AREA		

R&D = REMOVE AND DISPOSE OF

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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
SITE PREPARATION, DEMOLITION, EROSION & SEDIMENT CONTROL PLAN			
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING C-2
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: 1"=50'	
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -	

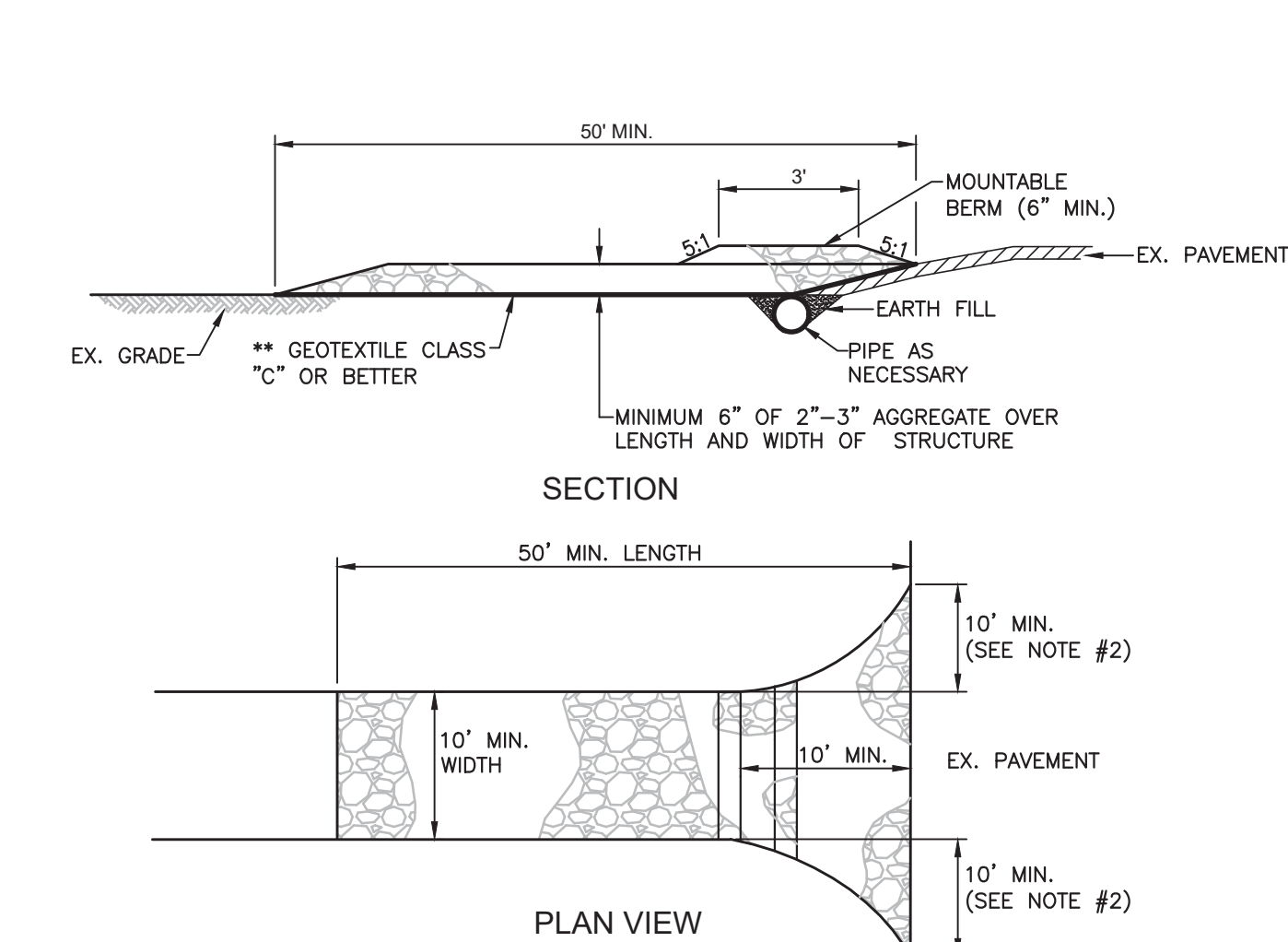


INSTALLATION AND MAINTENANCE GUIDELINES

INSTALLATION: REMOVE THE GRATE FROM CATCH BASIN. IF USING OPTIONAL OIL ABSORBENTS, PLACE ABSORBENT PILLOW IN UNIT. STAND THE GRATE ON END. MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO THE GEOTEXTILE FABRIC UNIT SO THAT THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS. HOLDING THE LIFTING DEVICES, INSERT THE GRATE INTO THE INLET.

MAINTENANCE: REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF UNIT AFTER EACH STORM EVENT. AFTER EACH STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE GEOTEXTILE FABRIC UNIT. IF THE CONTAINMENT AREA IS MORE THAN 1/3 FULL OF SEDIMENT, THE UNIT MUST BE EMPTIED. TO EMPTY UNIT, LIFT THE UNIT OUT OF THE INLET USING THE LIFTING STRAPS AND REMOVE THE GRATE. IF USING OPTIONAL OIL ABSORBENTS, REPLACE ABSORBENT WHEN NEAR SATURATION.

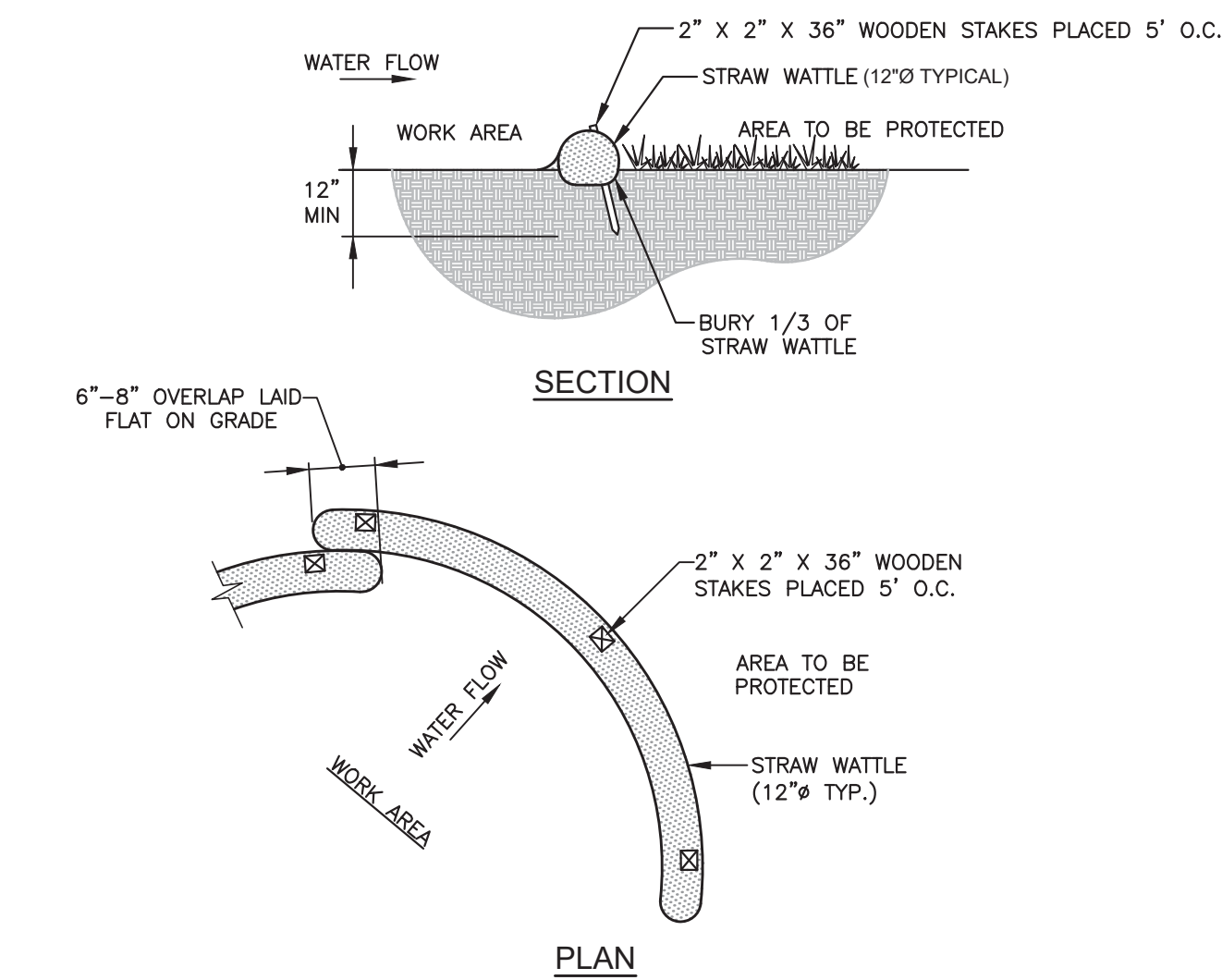
A CATCH BASIN SEDIMENT PROTECTION C-3 NTS



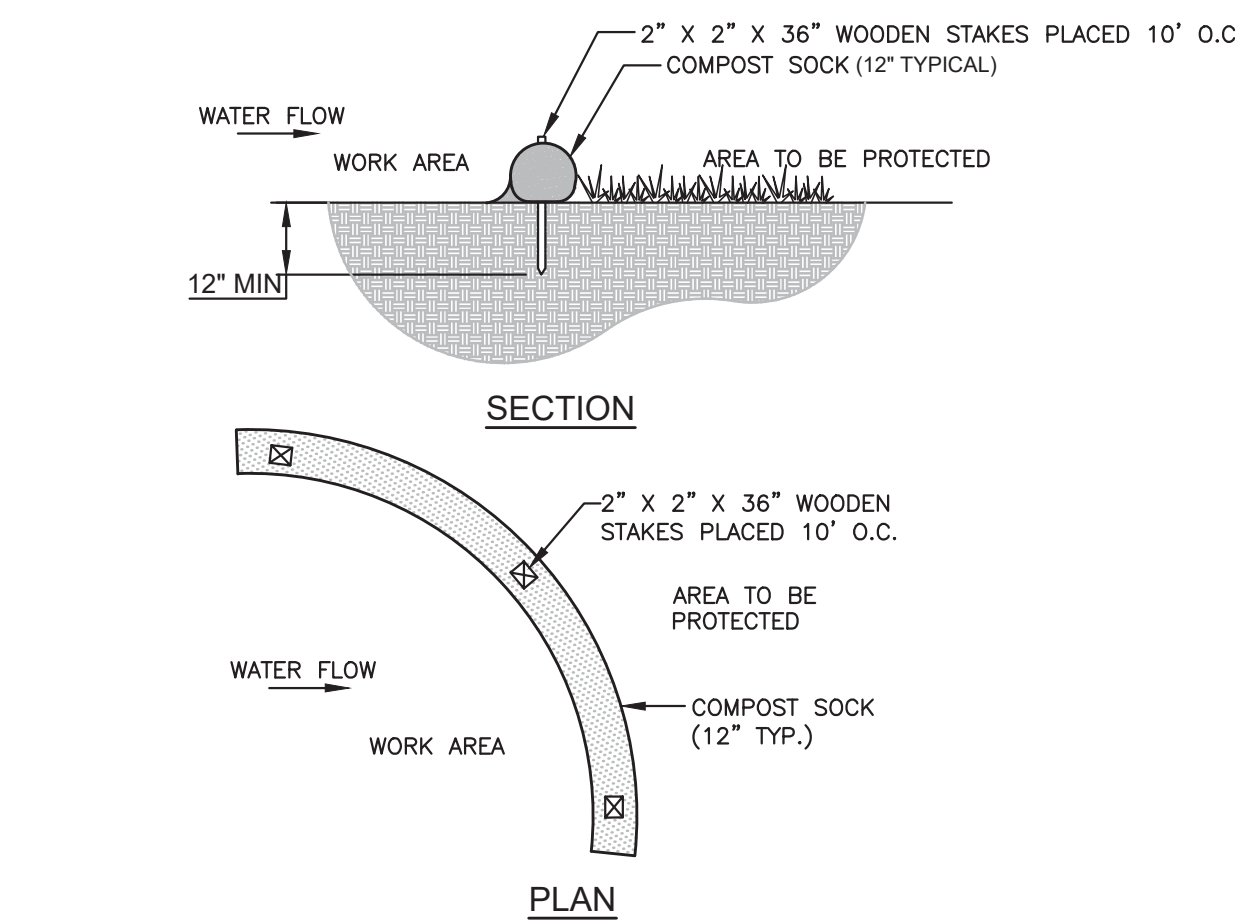
B STABILIZED CONSTRUCTION ENTRANCE C-3 NTS

STABILIZED CONSTRUCTION ENTRANCE SPECIFICATIONS

- LENGTH - MINIMUM OF 50'.
- WIDTH - 10' MINIMUM, SHOULD BE FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
- GEOTEXTILE FABRIC (FILTER CLOTH) SHALL BE PLACED OVER THE EXISTING GROUND PRIOR TO PLACING STONE.
- STONE - CRUSHED AGGREGATE (2" TO 3") OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT SHALL BE PLACED AT LEAST 6" DEEP OVER THE LENGTH AND WIDTH OF THE ENTRANCE.
- SURFACE WATER - ALL SURFACE WATER FLOWING TO OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED THROUGH THE ENTRANCE, MAINTAINING POSITIVE DRAINAGE. PIPE INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROTECTED WITH A MOUNTABLE BERM WITH 5:1 SLOPES AND A MINIMUM OF 6" OF STONE OVER THE PIPE. PIPE HAS TO BE SIZED ACCORDING TO THE DRAINAGE. WHEN THE SCE IS LOCATED AT A HIGH SPOT AND HAS NO DRAINAGE TO CONVEY A PIPE WILL NOT BE NECESSARY. PIPE SHOULD BE SIZED ACCORDING TO THE AMOUNT OF RUNOFF TO BE CONVEYED. A 6" MINIMUM DIAMETER PIPE WILL BE REQUIRED.
- LOCATION - A STABILIZED CONSTRUCTION ENTRANCE SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST TRAVEL OVER THE ENTIRE LENGTH OF THE STABILIZED CONSTRUCTION ENTRANCE.

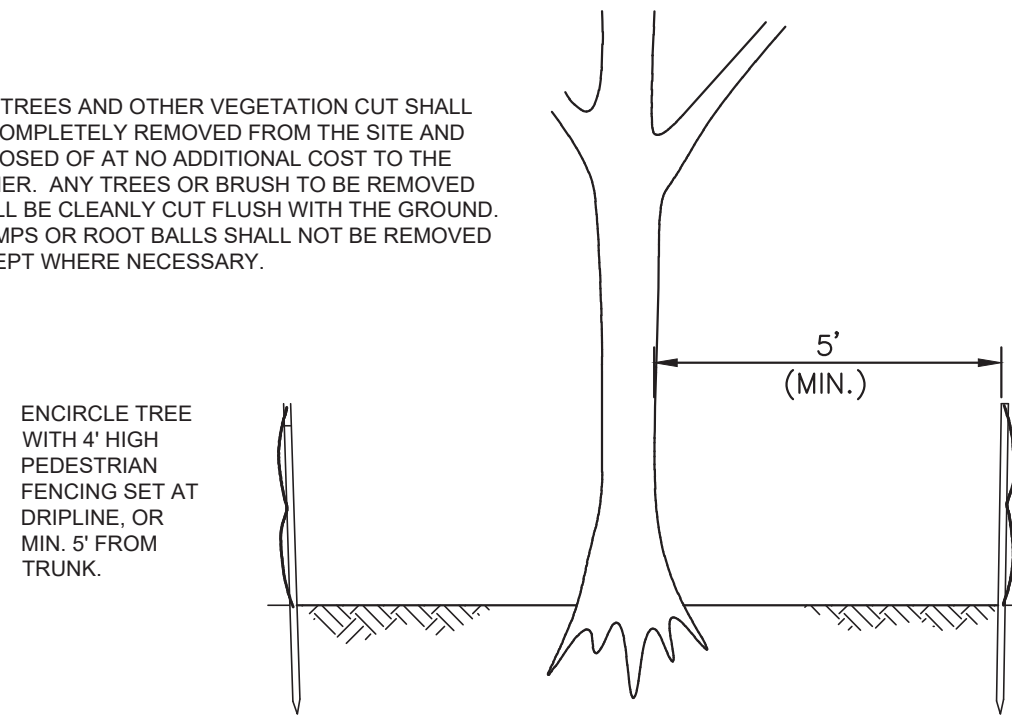


C STRAW WATTLE EROSION CONTROL BARRIER C-3 NTS

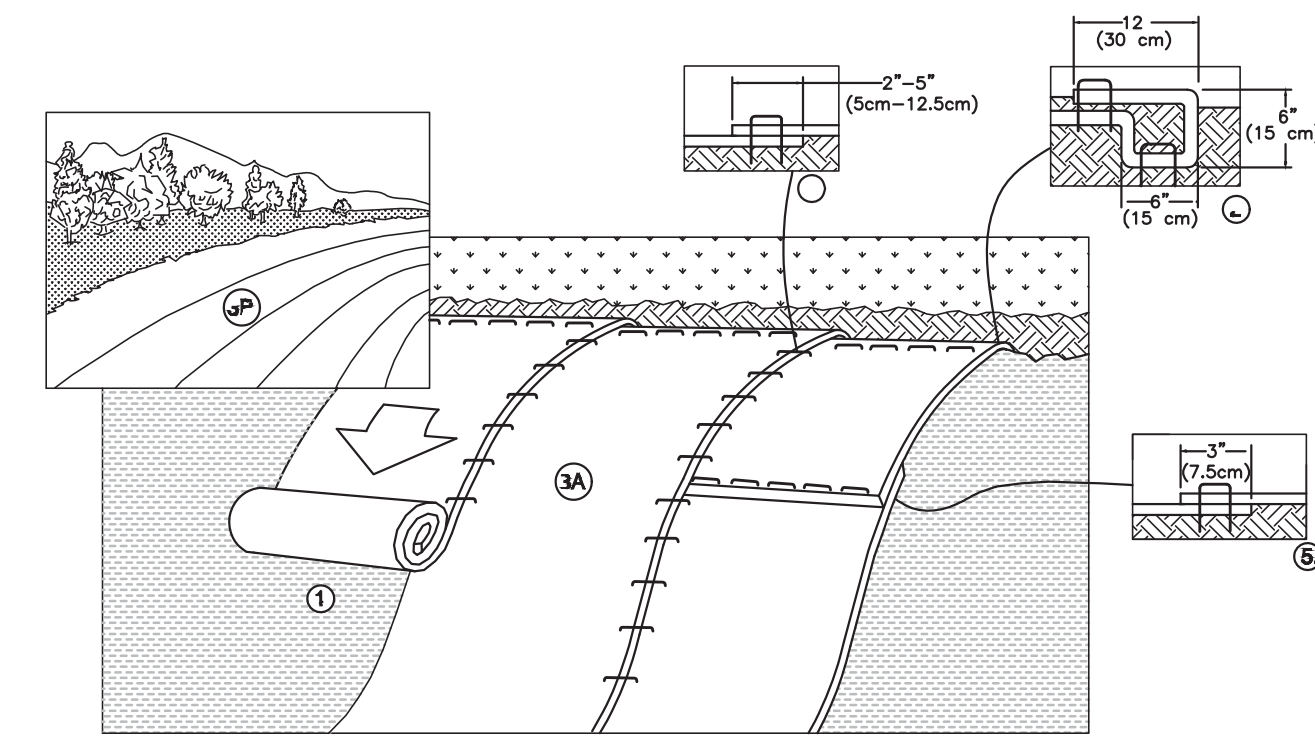


D COMPOST SOCK EROSION CONTROL BARRIER C-3 NTS

ANY TREES AND OTHER VEGETATION CUT SHALL BE COMPLETELY REMOVED FROM THE SITE AND DISPOSED OF AT NO ADDITIONAL COST TO THE OWNER. ANY TREES OR BRUSH TO BE REMOVED SHALL BE CLEANLY CUT FLUSH WITH THE GROUND. STUMPS OR ROOT BALLS SHALL NOT BE REMOVED EXCEPT WHERE NECESSARY.



E TREE PROTECTION C-3 NTS



F EROSION CONTROL BLANKETS SLOPE INSTALLATION C-3 NTS

- DETAILS ARE SCHEMATIC IN NATURE. THE REQUIREMENTS AS ESTABLISHED BY THE MANUFACTURER OF EACH APPROVED EROSION CONTROL BLANKET SHALL GOVERN.
- PREPARE SOIL BEFORE INSTALLING EROSION CONTROL BLANKETS (ECB'S), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
- BEGIN AT TOP OF THE SLOPE BY ANCHORING THE ECB'S IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF ECB'S EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE ECB'S WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF ECB'S BACK OVER SEED AND COMPACT SOIL. SECURE ECB'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES PLACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE ECB'S.
- ROLL THE ECB'S (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL ECB'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
- THE EDGES OF PARALLEL ECB'S MUST BE STAPLED WITH APPROXIMATELY 2'-5" (5 CM-12.5 CM) OVERLAP DEPENDING ON THE ECB'S TYPE.
- CONSECUTIVE ECB'S SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3' (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE ECB'S WIDTH.

NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE ECB'S.

GENERAL SEDIMENT AND EROSION CONTROL NOTES:

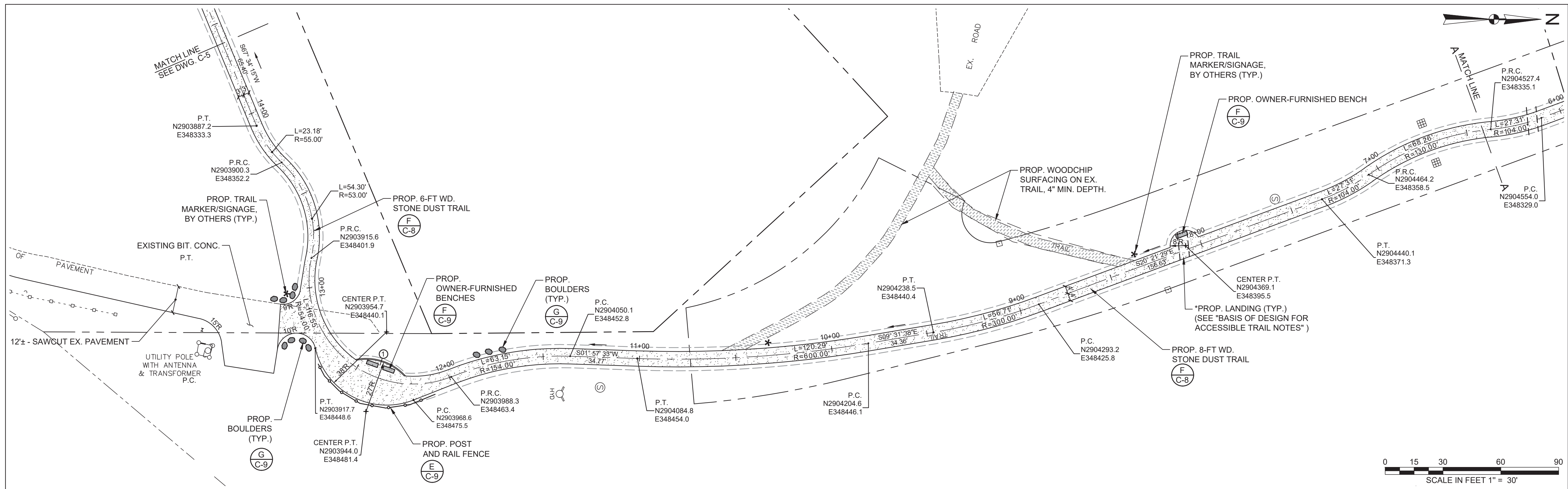
- TEMPORARY SEDIMENT AND EROSION CONTROL BY THE CONTRACTOR SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND THE APPROVED CONTRACTOR-PREPARED STORMWATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE APPROVED SWPPP, SIGNED BY ALL RESPONSIBLE PARTIES, SHALL BE KEPT ON SITE AT ALL TIMES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SWPPP.
- THE CONTRACTOR SHALL IMPLEMENT ALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES NECESSARY TO EXECUTE AND COMPLETE THE WORK OF THE CONTRACT IN COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT AND PROJECT PERMITS. CONTROLS SHOWN ON THE CONTRACT DRAWINGS AND MENTIONED IN THE TECHNICAL SPECIFICATIONS SHALL BE CONSIDERED MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL EMPLOY WHATEVER SUPPLEMENTARY MEASURES MAY BE NECESSARY TO PROTECT WETLANDS, WATERS, AND ADJACENT AREAS FROM DISTURBANCE OR DISCHARGE OF SEDIMENTS.
- THE CONTRACTOR SHALL PROVIDE SEDIMENT AND EROSION CONTROLS TO MEET THE CONDITIONS OF ALL APPLICABLE PERMITS AND REGULATIONS. SUCH CONTROLS SHALL BE INSTALLED WHEREVER THE POTENTIAL EXISTS FOR THE DISTURBANCE OF LAND OR THE TRANSPORT OF SEDIMENT.
- THE CONTRACTOR SHALL NOT DISTURB VEGETATED AREAS OUTSIDE OF THE WORK ZONE, EXCEPT TO THE MINIMUM EXTENT NECESSARY FOR ACCESS AND ACCOMPLISHMENT OF THE WORK SHOWN.
- THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENT DISCHARGE THROUGHOUT THE DURATION OF THE PROJECT AND UNTIL FINAL STABILIZATION. THE CONTRACTOR SHALL PROTECT THE STREAM AND ADJACENT WETLANDS FROM SEDIMENT AND/OR POLLUTANTS ORIGINATING FROM ANY WORK DONE ON OR IN SUPPORT OF THE PROJECT, INCLUDING SEDIMENT DUE TO EROSION FROM STORMWATER RUNOFF.
- ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT MIGRATION INTO WATER BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, CONCRETE, GROUT, OR ANY OTHER POLLUTANTS ASSOCIATED WITH CONSTRUCTION PROCEDURES.
- ACTUAL LOCATIONS OF EROSION CONTROLS AND BMPS MAY VARY DUE TO FIELD CHANGES, ONGOING CONSTRUCTION, ACCESS NEEDS, WEATHER, ETC. THE CONTRACTOR SHALL IDENTIFY THESE CHANGES AND ADJUST EROSION CONTROLS AND BMP LOCATIONS ACCORDINGLY. IN PARTICULAR, THE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND RELOCATION OF BMPS WITH PROJECT PHASING, AS NECESSARY.
- ALL EROSION CONTROLS AND BMPS SHALL REMAIN IN PLACE, EXCEPT AS OTHERWISE NECESSARY. UNTIL CONSTRUCTION IS COMPLETED AND FINAL STABILIZATION IS ACHIEVED.
- ALL EROSION CONTROLS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR UPON FINAL STABILIZATION, UNLESS AS OTHERWISE INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS.
- THE CONTRACTOR SHALL POST COPIES OF THE PROJECT PERMITS AND AUTHORIZATIONS PROMINENTLY AT THE SITE. THE CONTRACTOR SHALL POST A SIGN WITH THE PROPER MADEP FILE NUMBER PROMINENTLY AT THE SITE.

STORMWATER PERMIT NOTES:

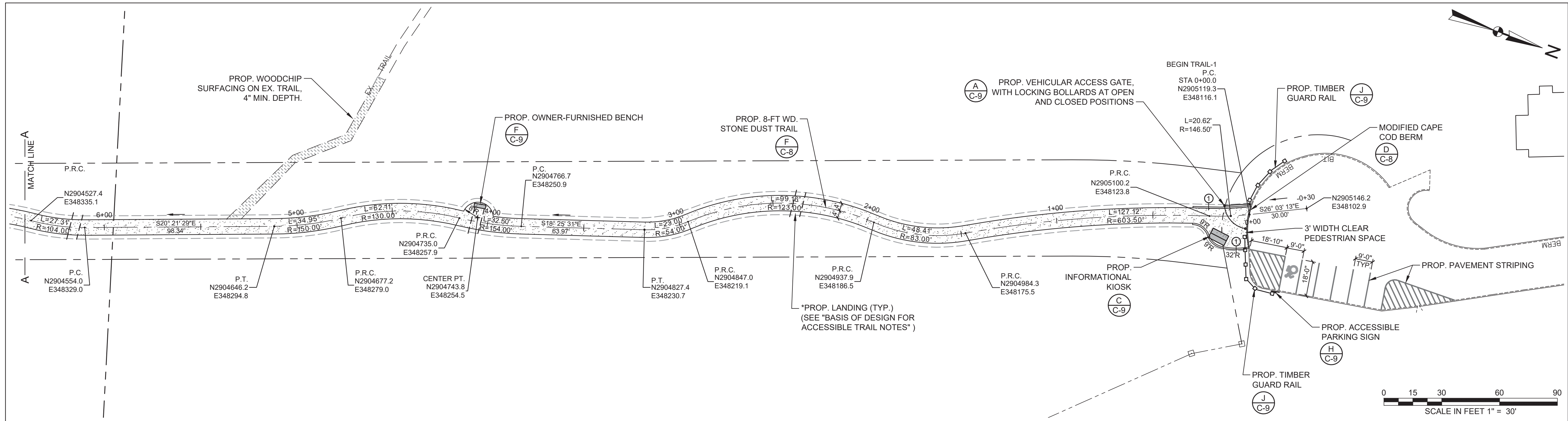
- THIS PROJECT IS REGULATED UNDER THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S (EPA'S) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR DISCHARGES FROM CONSTRUCTION ACTIVITIES. OPERATORS OF SUCH CONSTRUCTION SITES MUST MEET THE REQUIREMENTS OF EPA'S CONSTRUCTION GENERAL PERMIT (CGP). PART OF THE CGP REQUIREMENTS IS THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE PROPOSED PROJECT. A SWPPP HAS BEEN PREPARED FOR THIS PROJECT AND WILL BE PROVIDED TO THE CONTRACTOR BY THE OWNER.
- UNDER THE CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE THE OWNER'S FULL AGENT IN THE IMPLEMENTATION AND MAINTENANCE OF THE SWPPP.
- TO OBTAIN COVERAGE UNDER THE CONSTRUCTION GENERAL PERMIT (CGP), A COMPLETE AND ACCURATE NOTICE OF INTENT (NOI) SHALL BE PREPARED ONLINE USING THE NET SYSTEM AND SUBMITTED TO THE ENVIRONMENTAL PROTECTION AGENCY (EPA) BY THE OWNER, THE CONTRACTOR, AND ANY APPLICABLE SUBCONTRACTORS.
- THE OWNER, CONTRACTOR, AND ALL APPLICABLE SUBCONTRACTORS ARE EQUALLY RESPONSIBLE FOR COMPLYING WITH THE TERMS OF THE CGP AND FOR THE EFFECTIVE IMPLEMENTATION OF THE SWPPP. EACH PARTY FILING A NOI WILL NEED TO ADD COMPANY CONTACT INFORMATION AND TO AMEND THE SWPPP AS SITE CONDITIONS WARRANT TO MEET REQUIRED PERMIT ELEMENTS. ALL PARTIES WILL ALSO NEED TO MAINTAIN THE SWPPP DOCUMENT, CONDUCT INSPECTIONS, UPGRADE AND MAINTAIN SEDIMENT AND EROSION CONTROLS AS NEEDED, AND MEET ALL PERMIT NOTICE OF INTENT (NOI) / NOTICE OF TERMINATION (NOT) REQUIREMENTS.
- EACH CONTRACTOR AND SUBCONTRACTOR THAT HAS OPERATIONAL CONTROL OVER THE CONSTRUCTION PLANS AND/OR SPECIFICATIONS MUST SIGN THE CONTRACTOR'S CERTIFICATION FORM INCLUDED IN THE SWPPP.
- IMPLEMENTATION OF THE SWPPP MUST BEGIN AT THE COMMENCEMENT OF CONSTRUCTION ACTIVITY AND MUST BE FULLY AND CONTINUALLY DOCUMENTED UNTIL FINAL STABILIZATION OF THE SITE IS COMPLETE AND A NOI IS FILED.
- A SIGN MUST BE VISIBLY POSTED AT THE SITE WHICH PROVIDES NOTICE OF THE CGP, THE NPDES PERMIT ID(S), A CONTACT NAME AND PHONE NUMBER FOR OBTAINING ADDITIONAL INFORMATION, AND THE ONSITE LOCATION WHERE THE SWPPP IS STORED, AS WELL AS THE URL FOR THE SWPPP IF POSTED ONLINE. IN ADDITION, TWO STATEMENTS IDENTIFIED IN THE SWPPP REGARDING HOW TO OBTAIN MORE INFORMATION MUST BE POSTED IN THIS SIGNAGE.
- IT IS THE RESPONSIBILITY OF THE OWNER, CONTRACTOR AND ALL APPLICABLE SUBCONTRACTORS TO INDICATE CONSTRUCTION ACTIVITY SEQUENCING AND TIMING IN THE SWPPP.
- INSPECTION AND MAINTENANCE MUST BE PERFORMED REGULARLY FOR PERMIT COMPLIANCE, AND DOCUMENTATION OF INSPECTIONS AND MAINTENANCE MUST BE APPENDED TO THE SWPPP BY THE CONTRACTOR.
- WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE AT THE CONSTRUCTION SITE THAT HAS, OR COULD HAVE, A SIGNIFICANT EFFECT ON THE DISCHARGE OF STORMWATER POLLUTANTS, THE SWPPP MUST BE AMENDED BY THE CONTRACTOR.
- CONTRACTOR SHALL IDENTIFY THE LOCATIONS OF THE FOLLOWING ON THE SEDIMENT AND EROSION CONTROL (S&EC) PLANS AS WELL AS ANY OTHER REQUIRED PERMIT ELEMENTS NOT SHOWN ON THE PLANS AT THE TIME OF THEIR PREPARATION (SEE CGP PERMIT SECTION):
 - CONCRETE TRUCK WASHOUT AREAS (SEE SWPPP)
 - PORTABLE SANITARY UNITS (TOILETS)
 - FUEL TANKS
 - LIMITS OF STAGING AREAS & SOIL DISTURBANCE AREAS
 - WASTE CONTAINER LOCATIONS (E.G., DUMPSTERS)
 - CHEMICAL, MATERIAL, EQUIPMENT, & VEHICLE STORAGE AREAS
 - SOIL STOCKPILES & CONTROLS.
- IF ADDITIONAL CONTROLS OR BMPS ARE ADDED, THESE SHALL BE DEPICTED ON THE S&EC PLANS AND A DESCRIPTION ADDED TO THE SWPPP BY THE CONTRACTOR. THESE NEW CONTROLS SHALL BE ADDED TO THE WEEKLY INSPECTIONS AS WELL. CONTRACTOR SHALL IDENTIFY ON THE S&EC PLANS ALL AREAS THAT HAVE UNDERGONE FINAL STABILIZATION.
- UPON FINAL STABILIZATION, A NOTICE OF TERMINATION (NOT) MUST BE ELECTRONICALLY PREPARED AND SUBMITTED TO THE EPA BY ALL PARTIES WHO COMPLETED A NOI USING THE ONLINE NET SYSTEM.

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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
EROSION & SEDIMENT CONTROL NOTES AND DETAILS			
PREPARED BY: GZA GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING C-3
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: AS NOTED	
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -	

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GZA-A-0 167105 - 0 167199 15.0167116.00



LAYOUT PLAN - TRAIL #1 (STA 6+00 TO 14+50)



LAYOUT PLAN - TRAIL #1 (STA 0+00 TO 6+00)

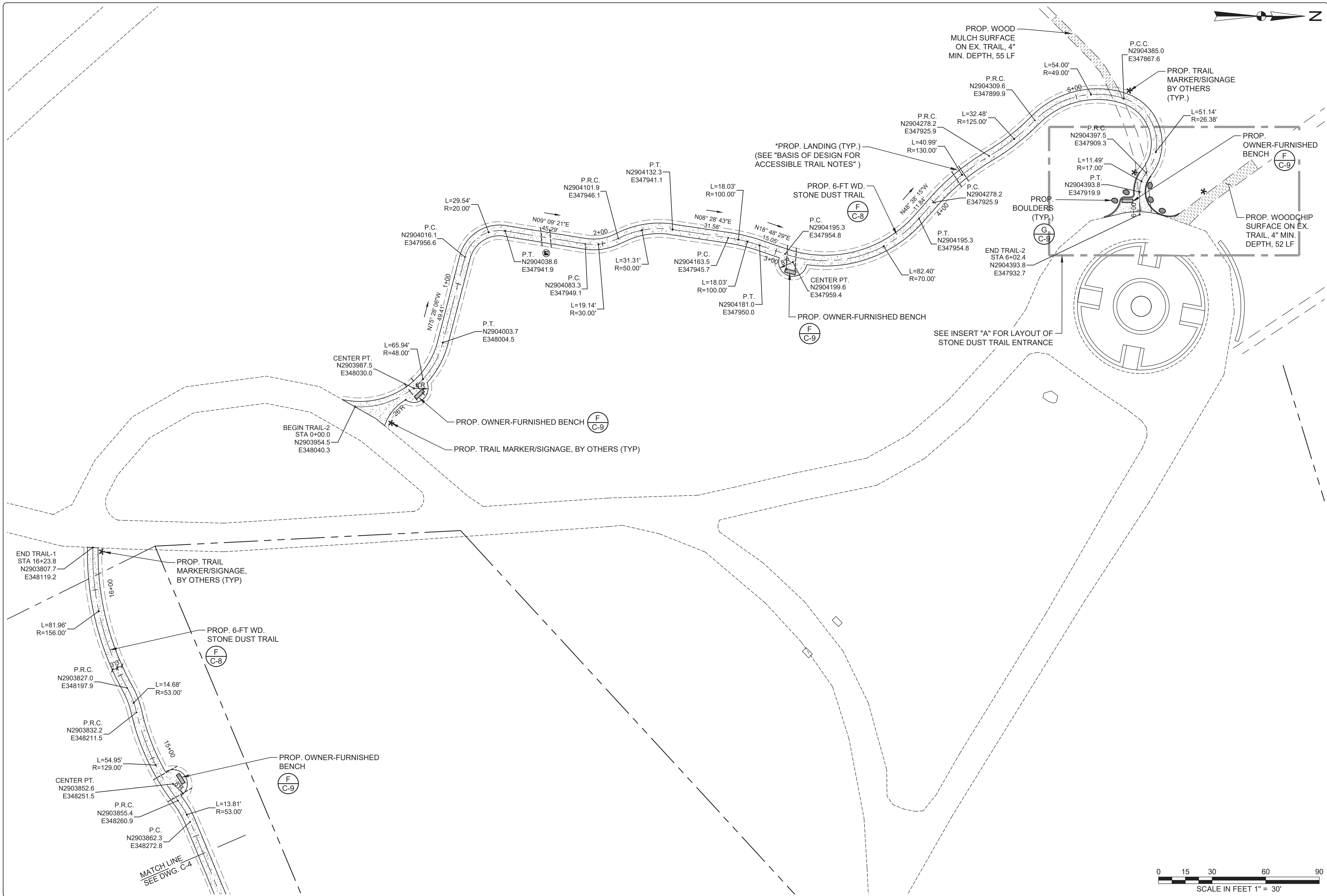
LEGEND	
	EXISTING PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING TRAIL
	EXISTING FENCE
	EXISTING CATCH BASIN
	EXISTING SANITARY SEWER MANHOLE
	EXISTING HYDRANT
	EXISTING UTILITY POLE
	PROPOSED TRAIL MARKER/SIGNAGE (BY OTHERS)
	PROPOSED POST AND RAIL FENCE (E C-9)
	PROPOSED TIMBER GUARD RAIL (J C-9)
	PROPOSED 2-FT TRAIL SHOULDER
	PROPOSED STONE DUST TRAIL (F C-9)
	PROPOSED WOODCHIP SURFACING
	PROPOSED LANDING (SEE "BASIS OF DESIGN FOR ACCESSIBLE TRAIL NOTES")
	PROPOSED COBBLESTONE CURB (E C-8)
	PROPOSED MODIFIED CAPE COD BERM (D C-8)

BASIS OF DESIGN FOR ACCESSIBLE TRAIL NOTES:

1. THE PROPOSED STONE DUST TRAIL SHALL MEET UNITED STATES FOREST SERVICE TRAIL ACCESSIBILITY GUIDELINES, AND BE NO STEEPER THAN 1:12 FOR MORE THAN 200 FEET WITHOUT A LANDING, OR "RESTING INTERVAL".
2. LANDINGS SHALL BE A MINIMUM OF FIVE FEET IN DIAMETER AND THE SLOPE IN ANY DIRECTION SHALL BE NO MORE THAN 2%, YET BE GRADED TO DRAIN (MINIMUM 1%).

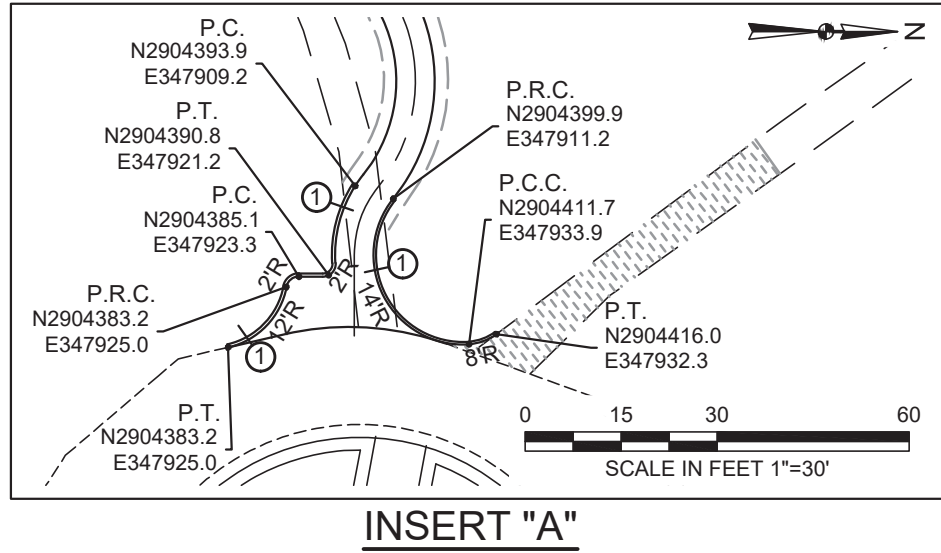
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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
LAYOUT PLAN NO. 1			
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: AS SHOWN	C-4
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -	

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GZA-A-0 161105 - 0 161799 13.0167116.00 ANNIVERSARY HILL PARK PHASE I DESIGN 13.0167116.00 CAD/DWG 13.0167116.00 - APP/DWG C-3 LAYOUT September 14, 2023 EDWARD MULLIN



LAYOUT PLAN - TRAIL #1 (STA 14+50 TO 16+23) AND TRAIL #2 (STA 0+00 TO 6+02)

- LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING TRAIL
 - EXISTING FENCE
 - EXISTING CATCH BASIN
 - EXISTING SANITARY SEWER MANHOLE
 - EXISTING HYDRANT
 - EXISTING UTILITY POLE
 - PROPOSED TRAIL MARKER/SIGNAGE (BY OTHERS)
 - PROPOSED POST AND RAIL FENCE (E C-9)
 - PROPOSED TIMBER GUARD RAIL (J C-9)
 - PROPOSED 2-FT TRAIL SHOULDER
 - PROPOSED STONE DUST TRAIL (F C-8)
 - PROPOSED WOODCHIP SURFACING
 - PROPOSED LANDING (SEE "BASIS OF TRAIL DESIGN NOTES" DWG. C-4)
 - PROPOSED COBBLESTONE CURB (E C-8)
 - PROPOSED AREA DRAIN (J C-8)



INSERT "A"

NO.	ISSUE/DESCRIPTION	BY	DATE
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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
LAYOUT PLAN NO. 2			
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: AS SHOWN	C-5
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -	



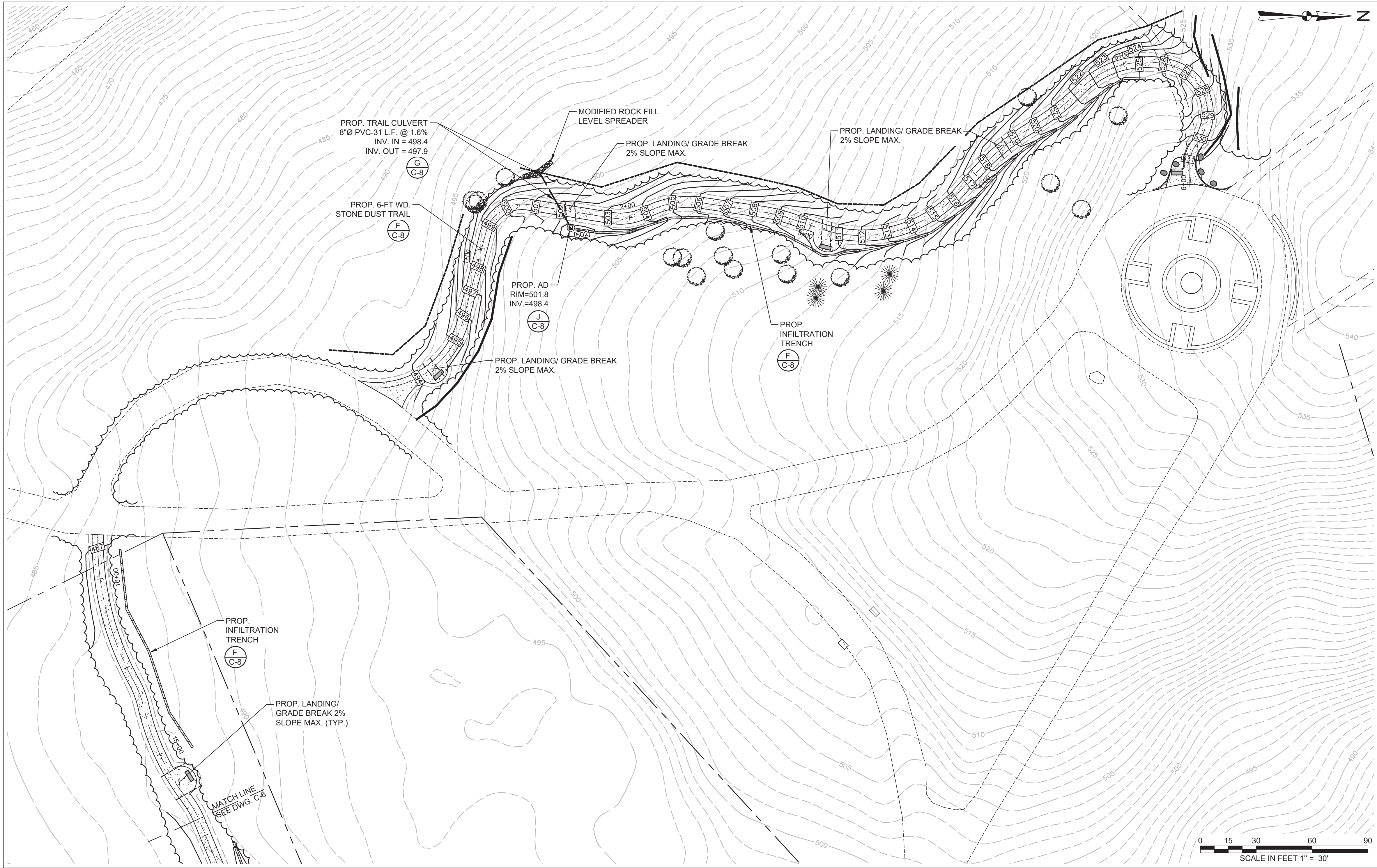
COMCAST, DISH, T-MOBILE)

- FOUR (4) 4" SCH. 40 CONDUITS
- FOUR (4) 4" SCH. 80 CONDUITS
- HANDHOLES EVERY 500 FT. (QUAZITE H-20 RATED, OR APPROVED EQUAL).



NO.	ISSUE/DESCRIPTION	BY	DATE
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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
GRADING AND UTILITY PLAN NO. 1			
PREPARED BY:  GZA Geode Environmental, Inc. www.geozma.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD DESIGNED BY: ARD DATE: SEPT. 20, 2023	REVIEWED BY: NLR DRAWN BY: EDM PROJECT NO: 15.01667116.00	CHECKED BY: TRG SCALE: AS SHOWN REVISION NO. -	DRAWING C-6

© 2023 - GZA GeoEnvironmental, Inc.
GZA-A-0 161105 - 0 161799 15.0167116.00 ANNIVERSARY HILL PARK PHASE 1 DESIGN 15.0167116.00 CAD/DWG 15.0167116.00 - APP/DWG C-7 GRADING UTILITY PLAN September 14, 2023 EDWARD MULLIN



GRADING AND UTILITY PLAN PARTIAL PLAN "D"

LEGEND	
	WETLAND BOUNDARY
	EXISTING STREAM
	EXISTING PROPERTY LINE
	EXISTING 1-FT CONTOUR
	EXISTING 5-FT CONTOUR
	EXISTING EDGE OF PAVEMENT
	EXISTING TRAIL
	EXISTING FENCE
	EXISTING STORM DRAIN
	EXISTING SANITARY SEWER
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING OVERHEAD WIRES
	EXISTING WATER LINE
	EXISTING CATCH BASIN
	EXISTING SANITARY SEWER MANHOLE
	EXISTING HYDRANT
	EXISTING UTILITY POLE
	EXISTING TREE
	PROPOSED CONTOUR
	PROPOSED GRADE BREAK
	PROPOSED STRAW WATTLE EROSION CONTROL BARRIER
	PROPOSED COMPOST SOCK EROSION CONTROL BARRIER
	PROPOSED INFILTRATION TRENCH
	PROPOSED 8" PERFORATED PVC UNDERDRAIN

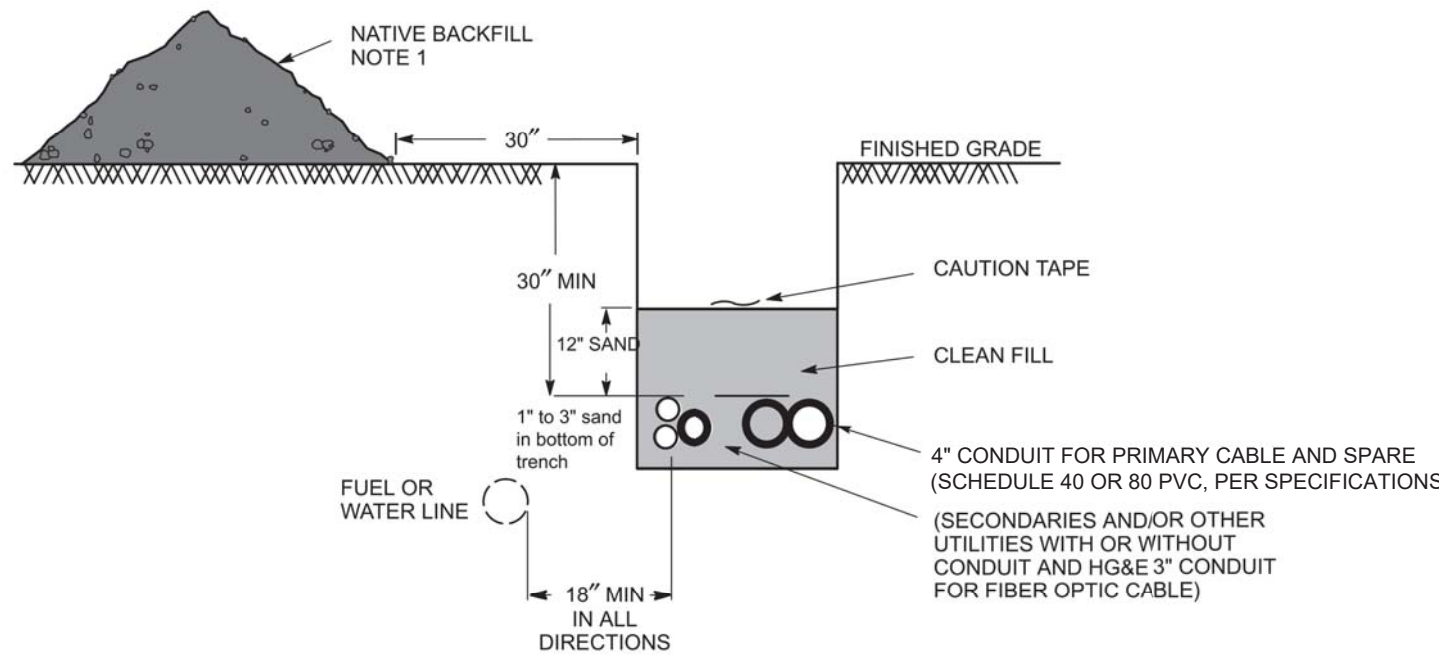
NO.		ISSUE/DESCRIPTION	BY	DATE
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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA				
GRADING AND UTILITY PLAN NO. 2				
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY		
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING C-7	
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: AS SHOWN		
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -		

© 2023 - GZA GeoEnvironmental, Inc. 017105 - 0 187199 15.0167116.00 ANNIVERSARY HILL PARK PHASE I DESIGN 15.0167116.00 CAD/DWG 15.0167116.00 - APP/DWG C-8 DETAILS September 14, 2023 EDWARD MALIN

SCOPE - All direct-buried primary cables shall be of the jacketed type. The cables may be random-laid with the secondaries and other utilities under certain conditions.

INSTALLATION IN TRENCH - All direct-buried cables shall be installed at a depth of at least 30 inches in the following order:

1. Ensure that the bottom of the trench is well-tamped and free of rocks.
2. Install the conduit, gluing all couplings.
3. Install secondaries and other utility cables or conduits in the trench with a minimum of 12 inches of vertical and horizontal separation from other utilities' cables or conduits.
4. Backfill with 12 inches clean fill not to contain stones larger than 2 inches in maximum diameter.
5. Install cable warning tape 12 inches over the conduit.
6. Fill in the remainder of the trench with native backfill.
7. Install pull line, including 10 feet of slack, and secure to conduit plug at each end of conduit run.
8. HG&E fiber optic 3" conduit may be placed within the communications conduit area.

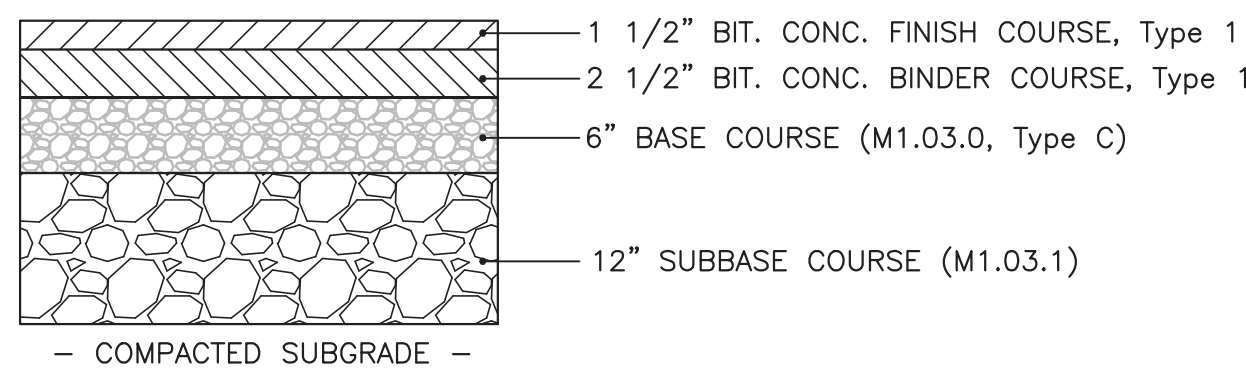


CROSS SECTION OF JOINT TRENCH

- Notes**
1. The trench shall be backfilled immediately following placement of the conduit.
 2. 1/4-inch-diameter nylon pull line and plastic conduit plugs to be supplied and installed by contractor.
 3. Schedule 80 conduit or galvanized steel shall be used for street crossings and traveled ways.
 4. HG&E will rout the conduit and inspect installation prior to backfilling.

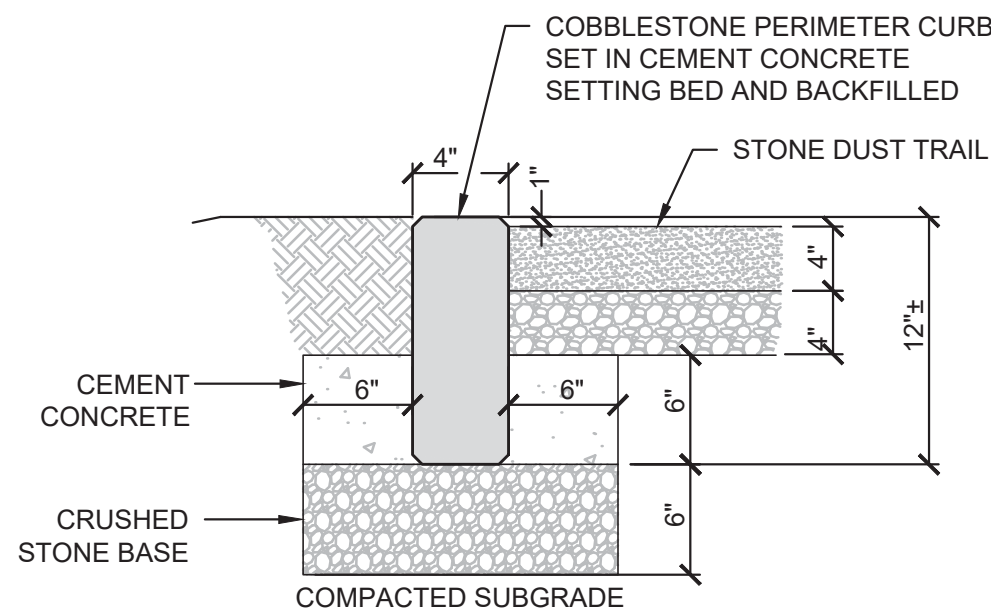
ORIGINAL	THREE-PHASE PRIMARY CABLE INSTALLATION		
8/26/08	DIRECT-BURIED - IN CONDUIT		
APPROVED			
12/18/05	Holyoke Gas & Electric	CONSTRUCTION STANDARD	

A
C-8
DETAIL - ELECTRIC AND FIBER OPTIC CONDUIT BANK
NTS

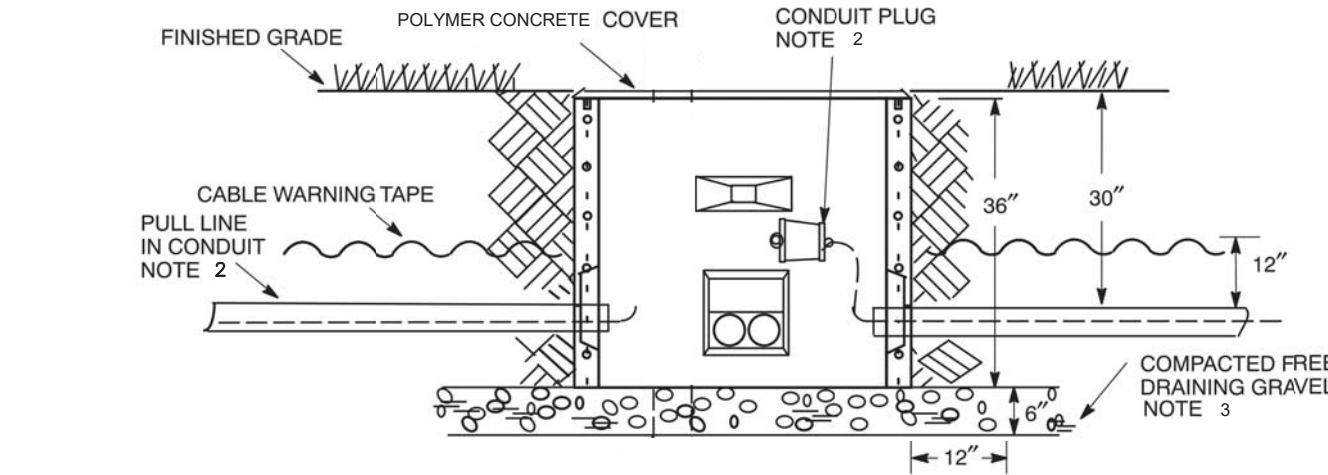
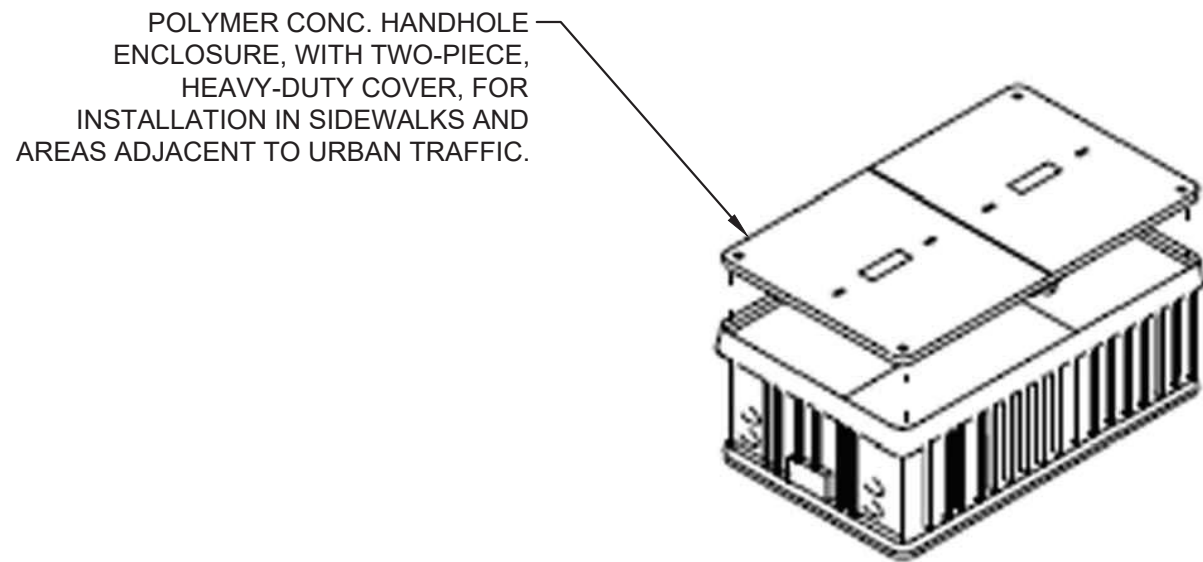


- NOTE:**
1. SURFACE AND BINDER COURSE SHALL CONFORM TO M.H.D. STANDARD SPECIFICATIONS: SECTION 460 CLASS I BITUMINOUS CONCRETE PAVEMENT TYPE I-1
 2. SUBBASE TO BE COMPACTED IN 6" LIFTS TO 95% M.D.D.
 3. TRENCHING THROUGH EXISTING PAVING TO REMAIN SHALL RECEIVE FULL TYPICAL SECTION AS SHOWN ABOVE, INCLUDING BINDER COURSE.

C
C-8
BITUMINOUS CONCRETE FOR VEHICULAR AREAS
NTS



E
C-8
COBBLESTONE CURB
NTS

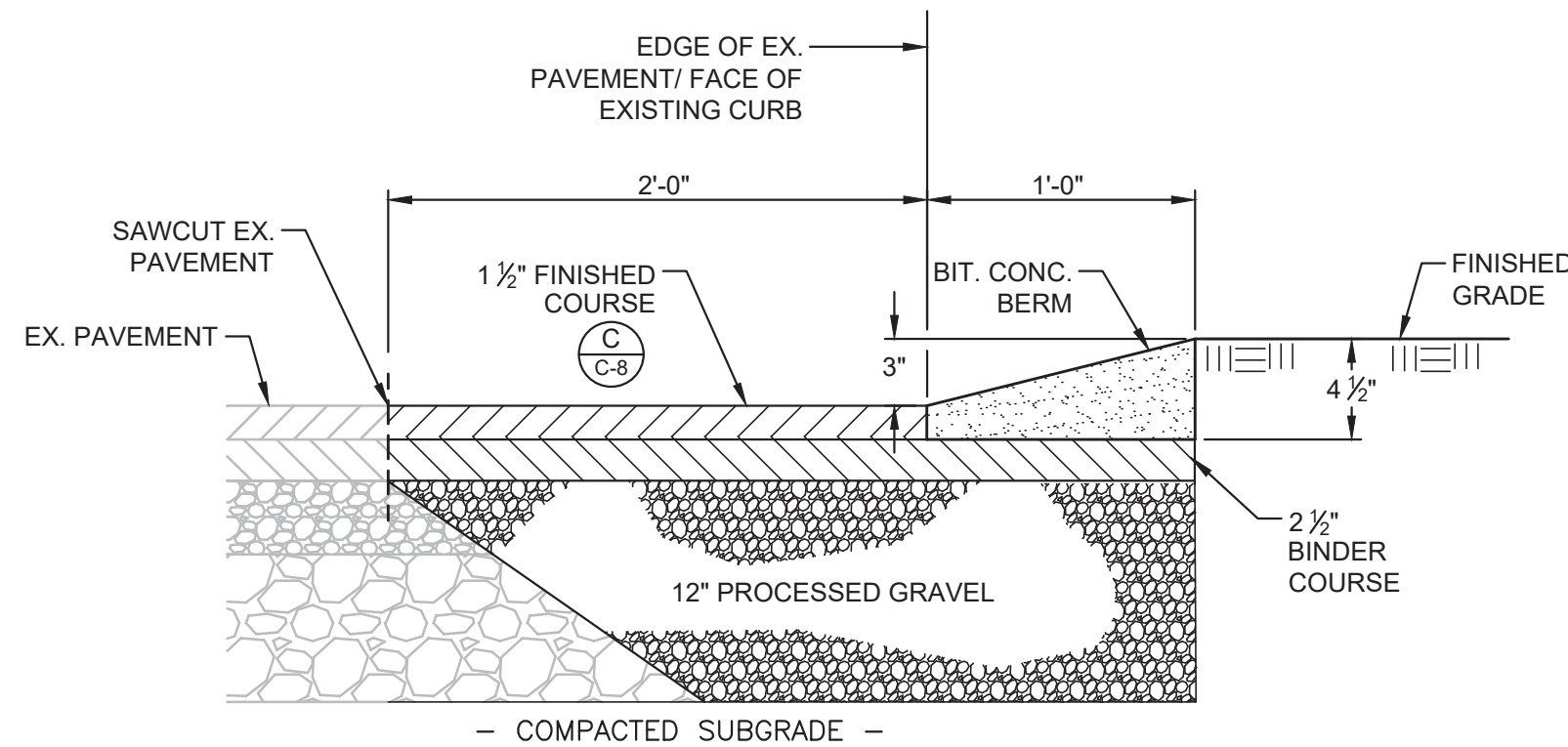


SECTION A-A

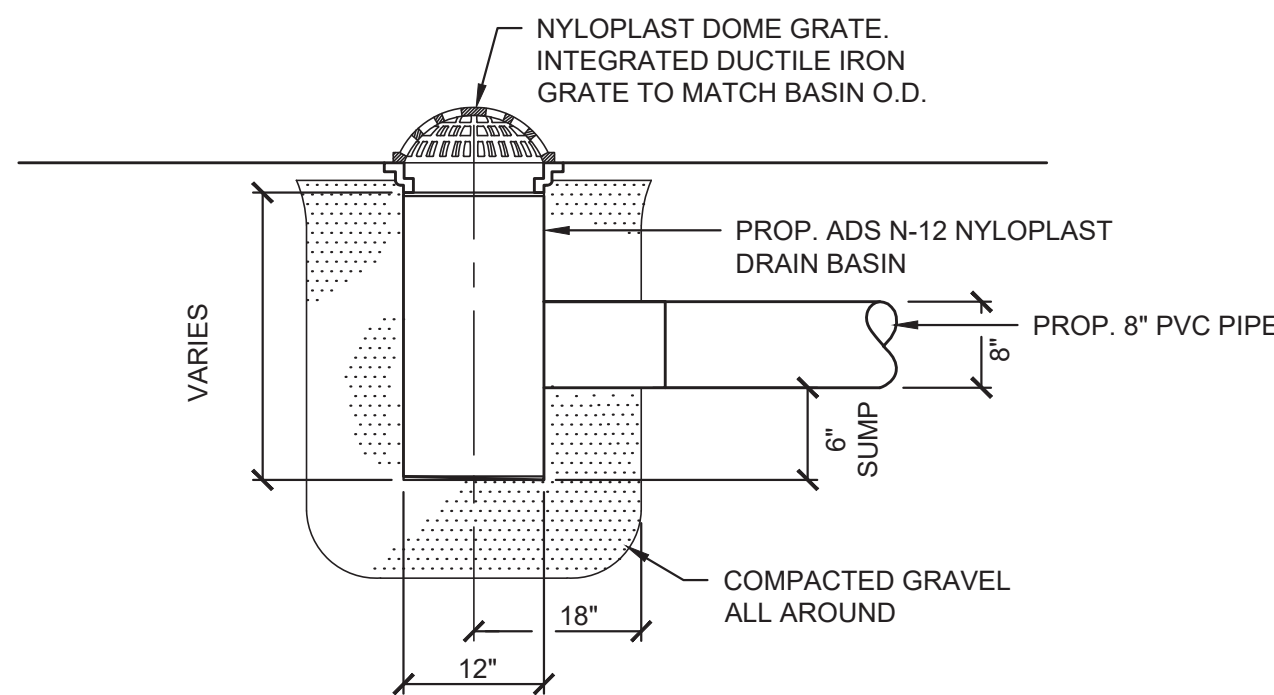
- NOTES:**
1. INSTALL CONDUIT THROUGH KNOCKOUT TO 4 INCHES INSIDE HANDHOLE. TERMINATE CONDUIT RUN WITH END BELL. CONDUIT DESTINATION TO BE PERMANENTLY MARKED ON CONDUIT END. CONDUIT SHALL BE 4-INCH DIAMETER, SCHEDULE 40 OR SCHEDULE 80 PVC AS INDICATED ON PLANS. LIMIT FOUR 4-INCH-DIAMETER CONDUITS PER KNOCKOUT.
 2. INSTALL A 1/4-INCH DIAMETER NYLON PULL LINE IN EACH DUCT, INCLUDING 10 FEET OF SLACK, AND SECURE TO CONDUIT PLUG. PLUGGED CONDUIT TO BE LEFT ACCESSIBLE.
 3. INSTALL ON UNDISTURBED OR WELL TAMPED GRAVEL. WHERE POOR SOIL EXISTS, REMOVE TO 6 INCHES BELOW BOTTOM OF HANDHOLE AND BACKFILL WITH COMPACTED CLEAN GRAVEL, FREE OF FOREIGN MATTER AND DEBRIS, AND EXTENDING 12 INCHES PAST EDGE OF STRUCTURE. REMAINING BACKFILL SHALL NOT CONTAIN ASHES, FROZEN MATERIAL, DEBRIS OR STONES LARGER THAN 2 INCHES IN MAXIMUM DIMENSIONS.

ORIGINAL	DIRECT-BURIED IN CONDUIT - INSTALLATION OF HANDHOLE		
10/22/09	SINGLE-PHASE CABLE - LOADBREAK JUNCTION CONNECTOR		
APPROVED			
8/10/05	NORTHEAST UTILITIES	CONSTRUCTION STANDARD	DTR 50.107 3

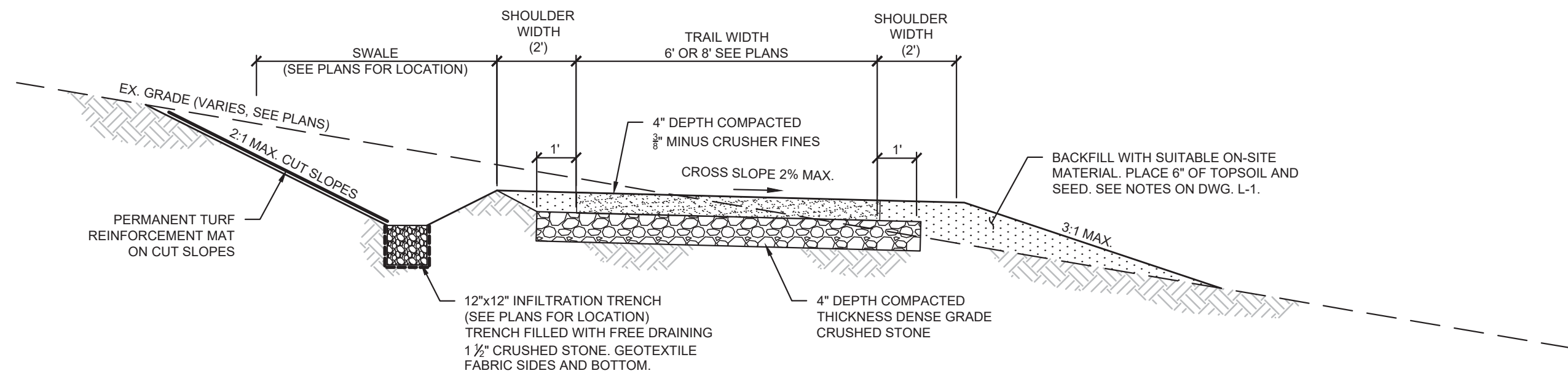
B
C-8
HAND HOLE DETAIL
NTS



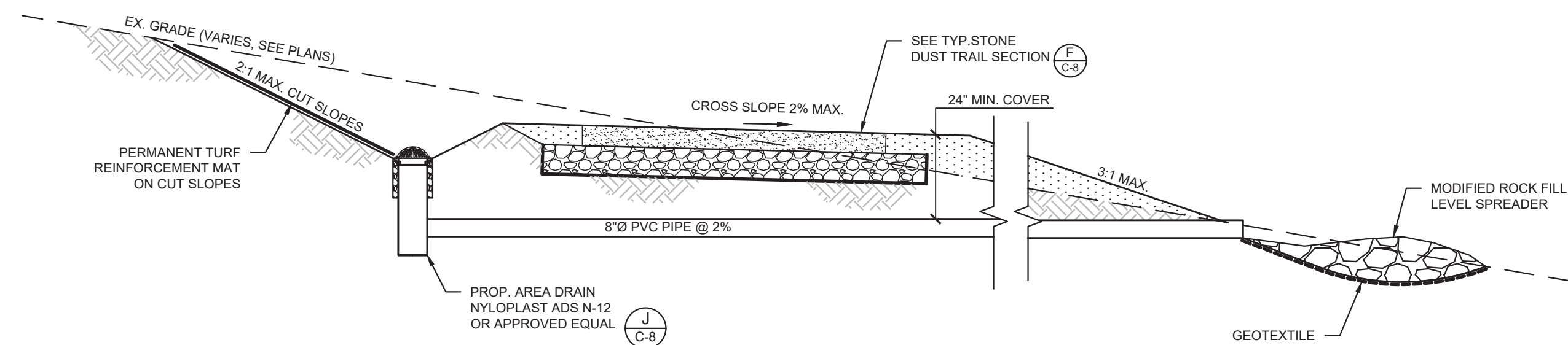
D
C-8
MODIFIED CAPE COD BERM
NTS



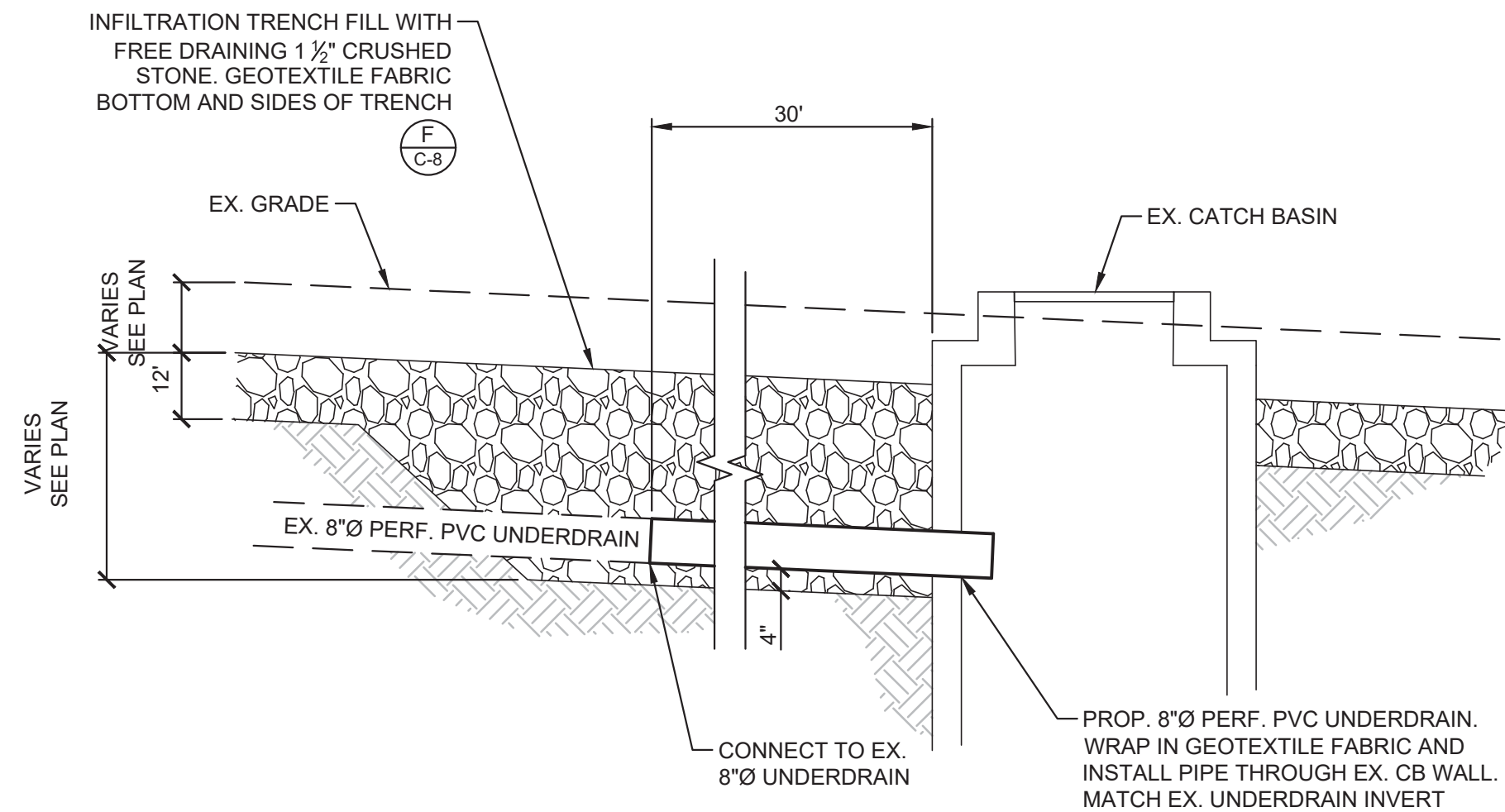
J
C-8
AREA DRAIN BASIN
NTS



F
C-8
TYPICAL STONE DUST TRAIL SECTION
NTS

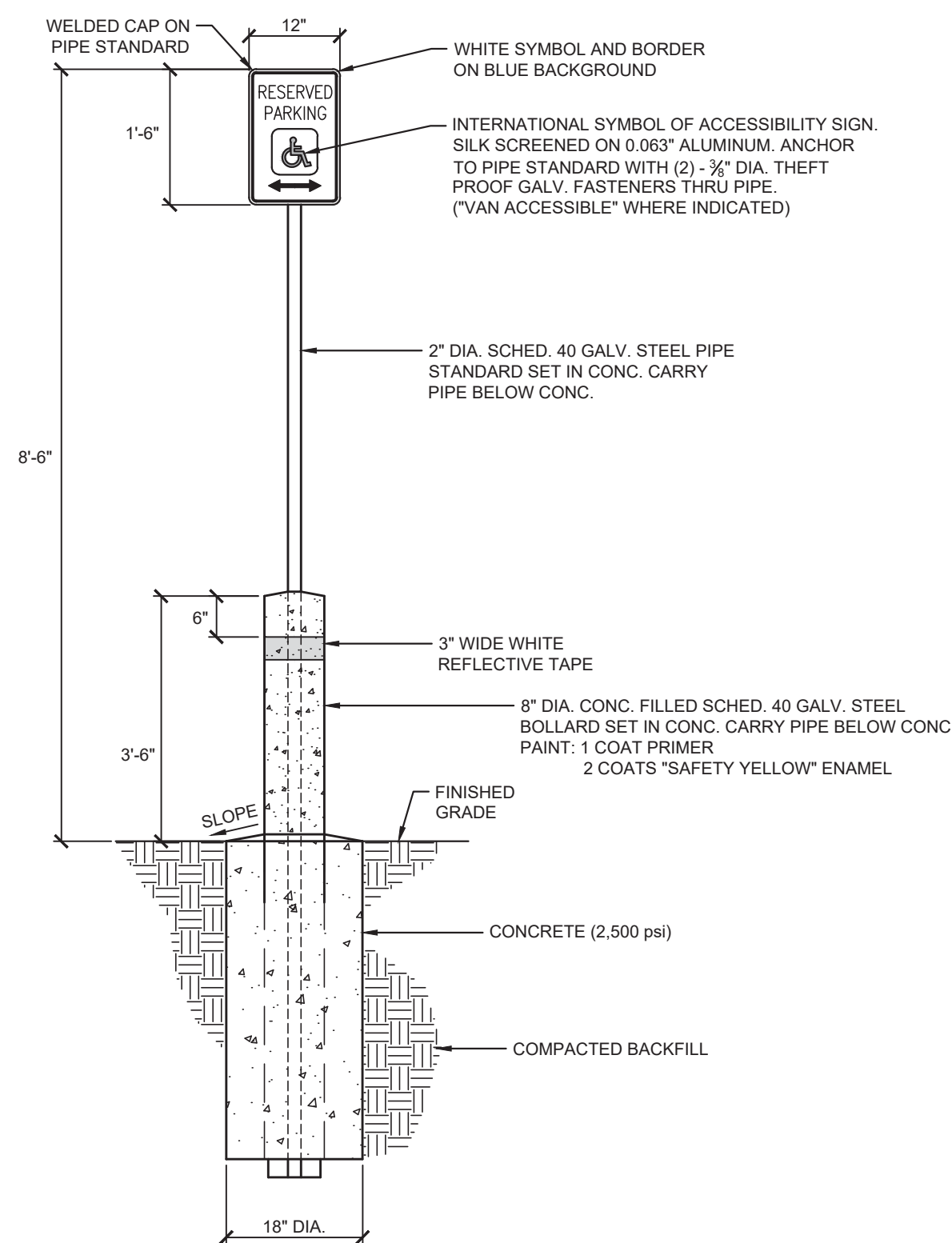
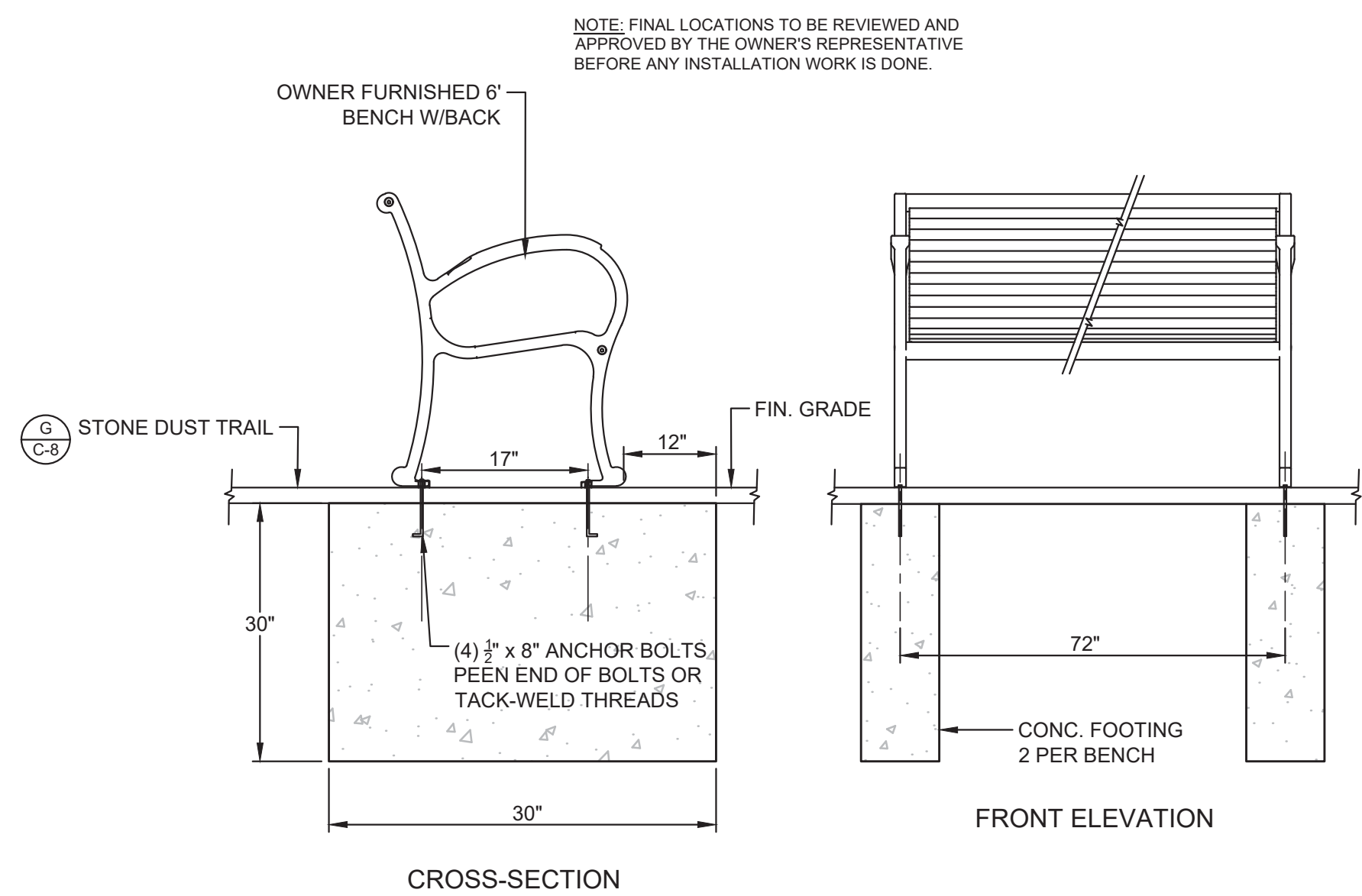
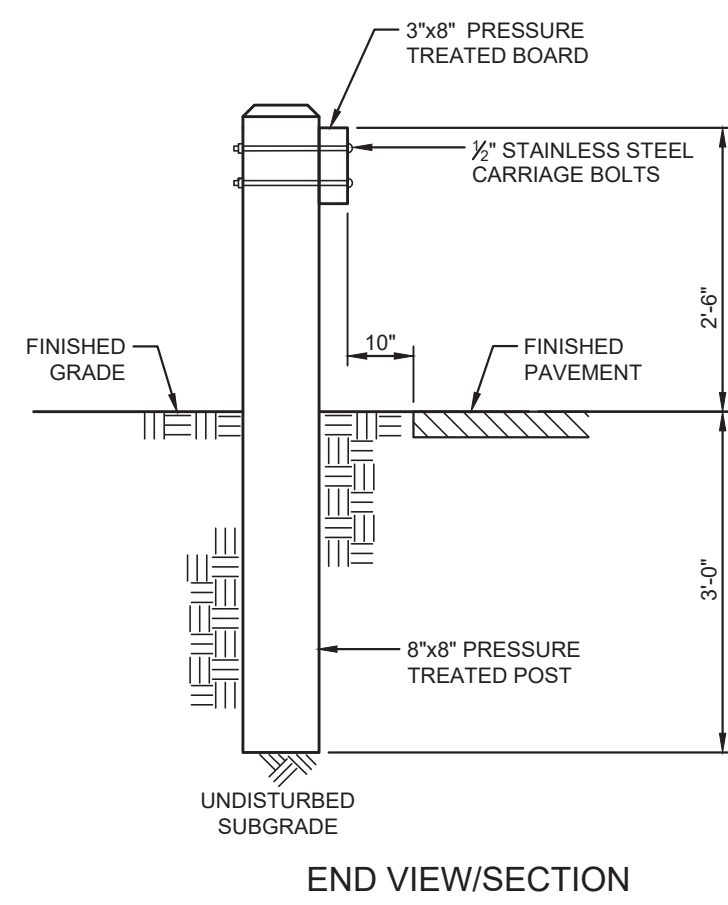
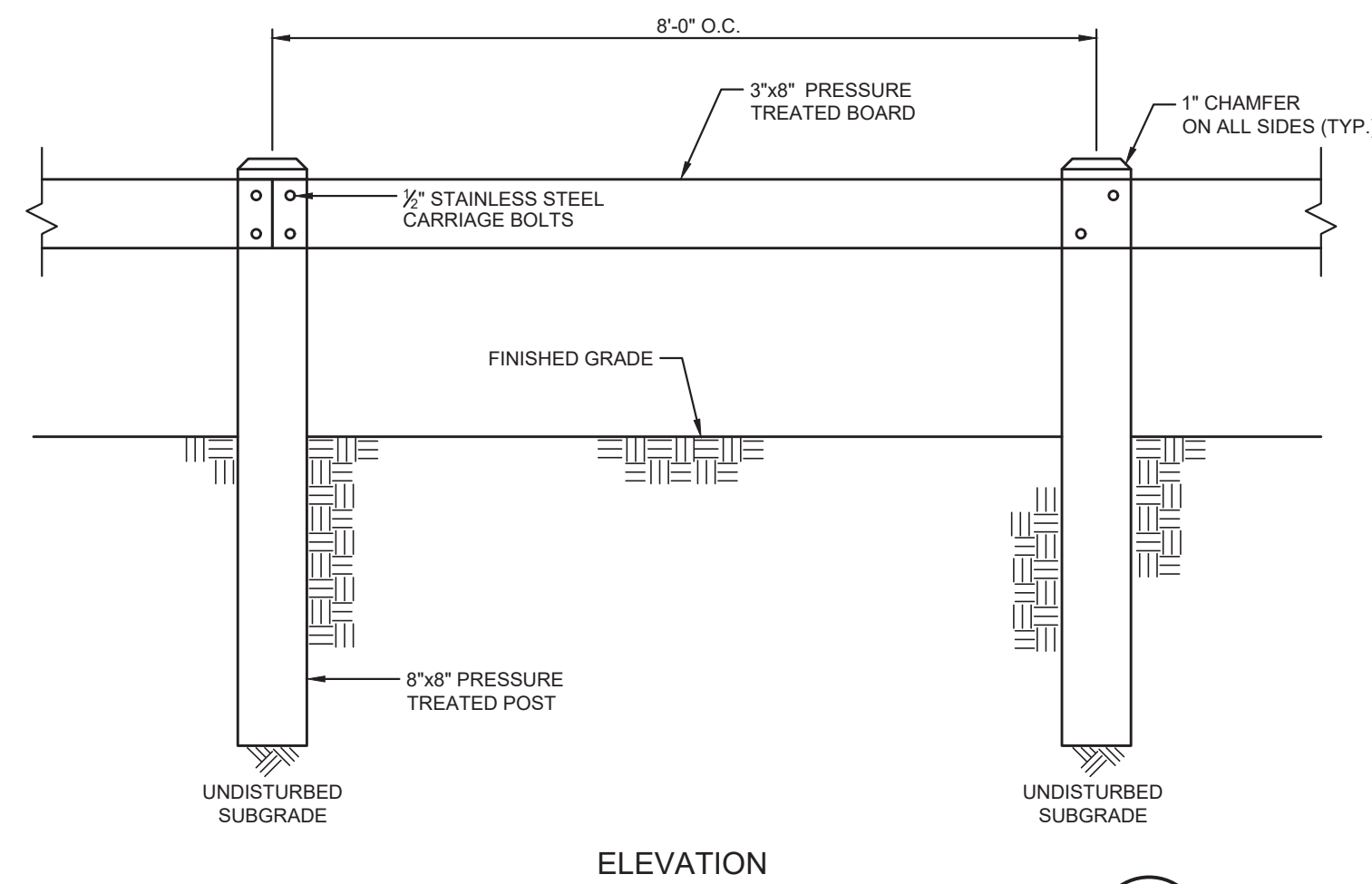
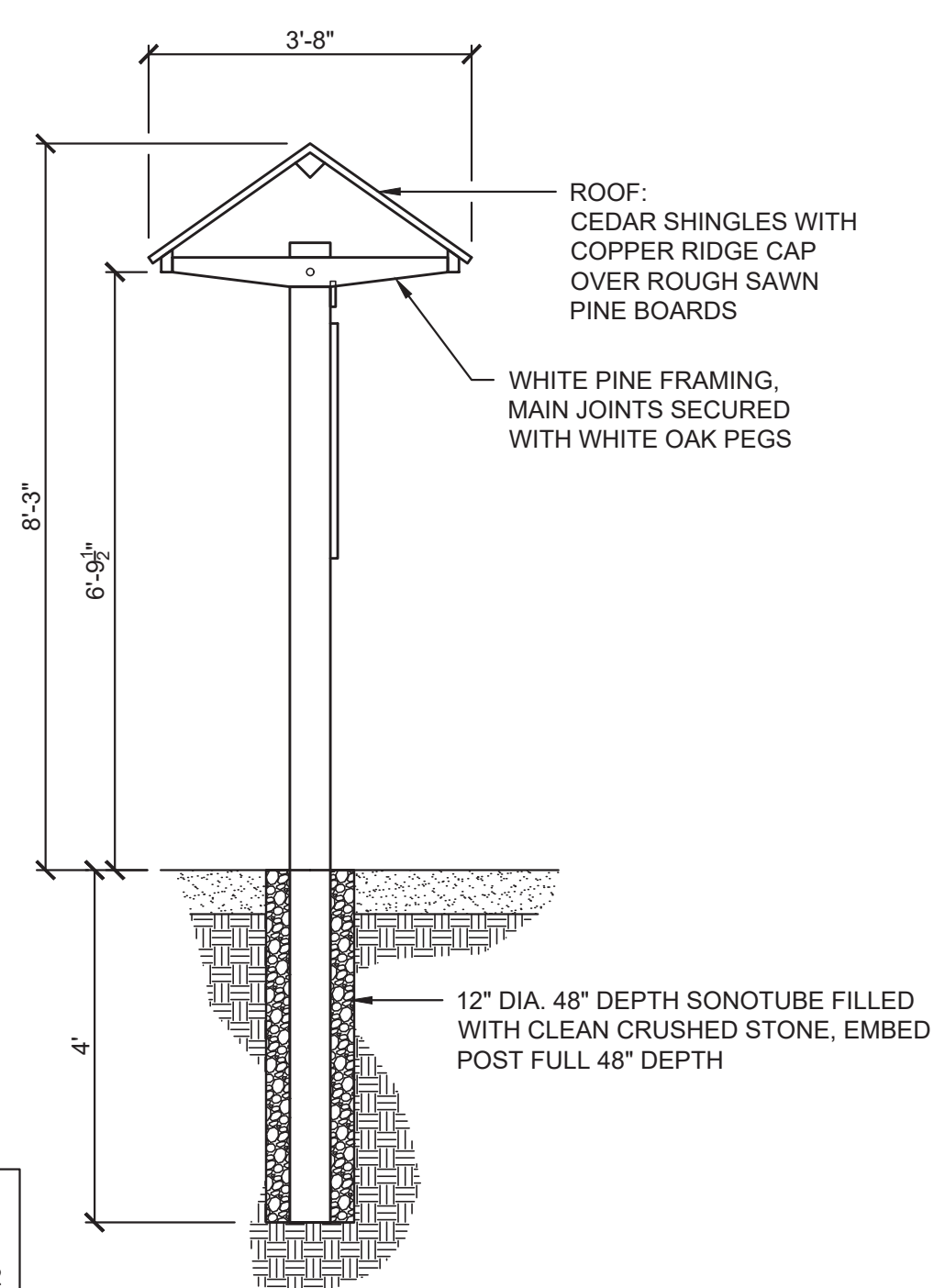
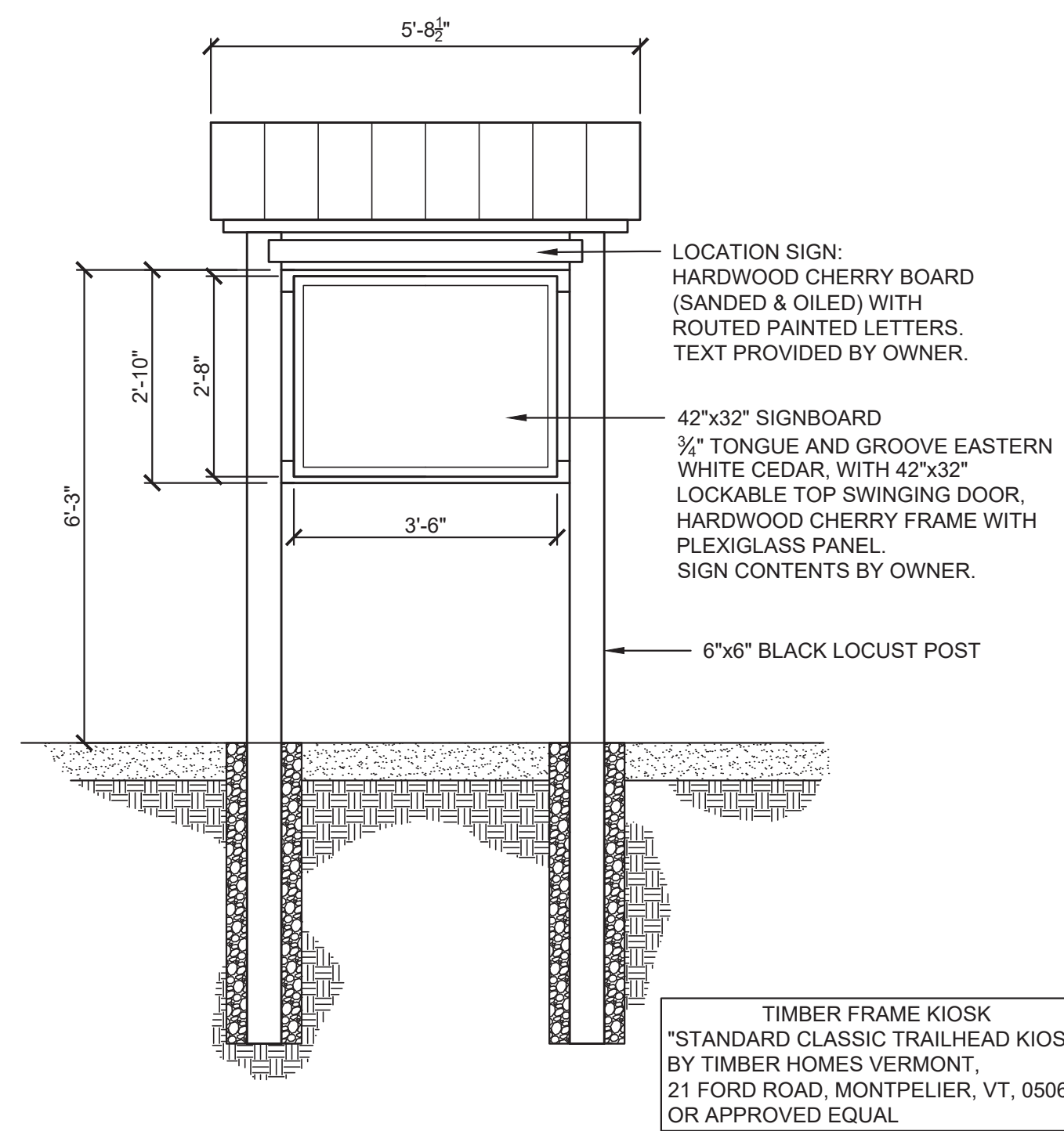


G
C-8
TYPICAL SECTION TRAIL CULVERT
NTS



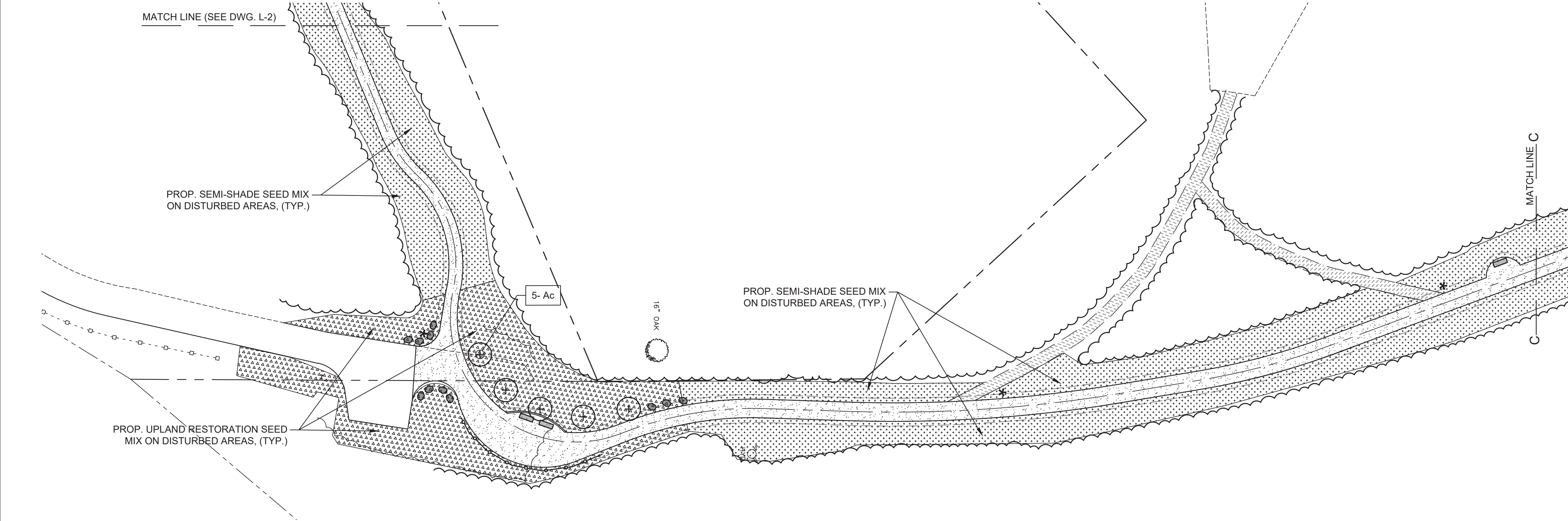
H
C-8
UNDERDRAIN CONNECTION TO CATCH BASIN
NTS

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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
SITE DETAILS NO. 1			
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: AS SHOWN	C-8
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -	



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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
SITE DETAILS NO. 2			
PREPARED BY:  GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ. MGR: ARD DESIGNED BY: ARD DATE:	REVIEWED BY: NLR DRAWN BY: EDM PROJECT NO:	CHECKED BY: TRG SCALE: AS SHOWN REVISION NO.	DRAWING C-9
SEPT. 20, 2023	015.0667.116.00	-	

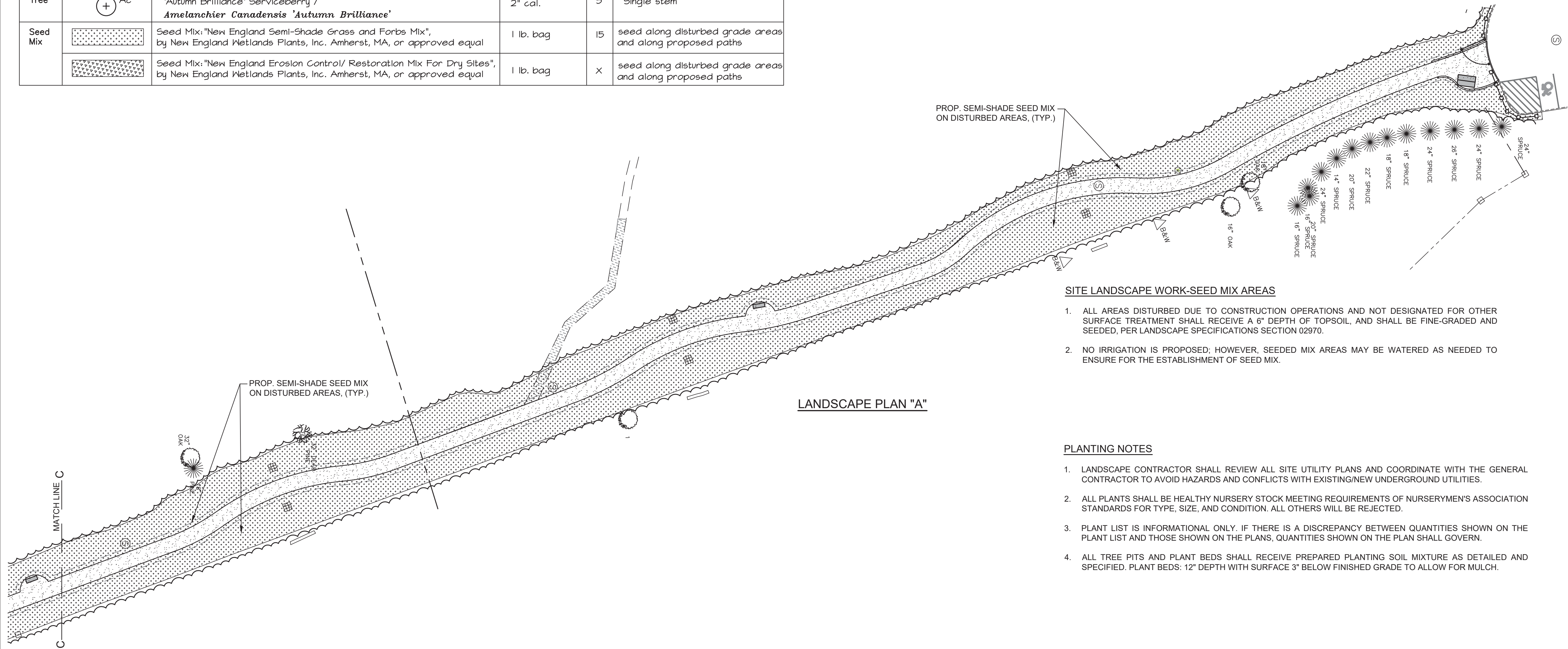
© 2023 - GZA GeoEnvironmental, Inc. DESIGN: 15.0167116.00 ANNIVERSARY HILL PARK PHASE 1 - LANDSCAPE PLAN September 14, 2023 EDWARD MULLIN
GZA-A-0 1610100 - 0 161799 15.0167116.00 CAD/DWG/15.0167116.00 - APP/DWG L-1 LANDSCAPE PLAN



LANDSCAPE PLAN "B"

PLANT LIST - DRAWING L-1

	SYMBOL	COMMON / BOTANICAL NAME	SIZE	QTY.	REMARKS
Tree		'Autumn Brilliance' Serviceberry / <i>Amelanchier Canadensis</i> 'Autumn Brilliance'	2" cal.	5	Single stem
Seed Mix		Seed Mix: "New England Semi-Shade Grass and Forbs Mix", by New England Wetlands Plants, Inc. Amherst, MA, or approved equal	1 lb. bag	15	seed along disturbed grade areas and along proposed paths
		Seed Mix: "New England Erosion Control/ Restoration Mix For Dry Sites", by New England Wetlands Plants, Inc. Amherst, MA, or approved equal	1 lb. bag	X	seed along disturbed grade areas and along proposed paths



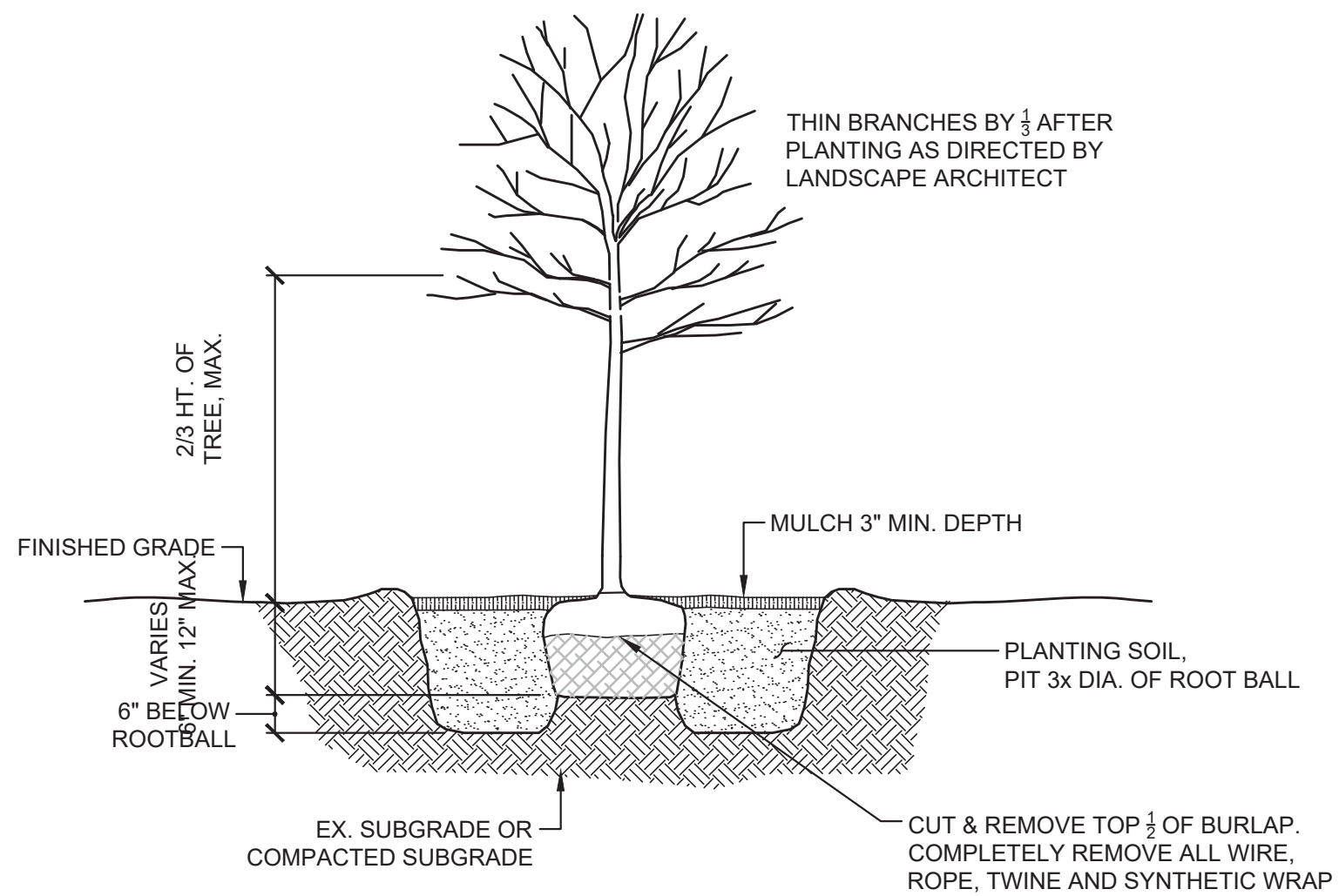
LANDSCAPE PLAN "A"

SITE LANDSCAPE WORK-SEED MIX AREAS

- ALL AREAS DISTURBED DUE TO CONSTRUCTION OPERATIONS AND NOT DESIGNATED FOR OTHER SURFACE TREATMENT SHALL RECEIVE A 6" DEPTH OF TOPSOIL, AND SHALL BE FINE-GRADED AND SEEDED, PER LANDSCAPE SPECIFICATIONS SECTION 02970.
- NO IRRIGATION IS PROPOSED; HOWEVER, SEEDED MIX AREAS MAY BE WATERED AS NEEDED TO ENSURE FOR THE ESTABLISHMENT OF SEED MIX.

PLANTING NOTES

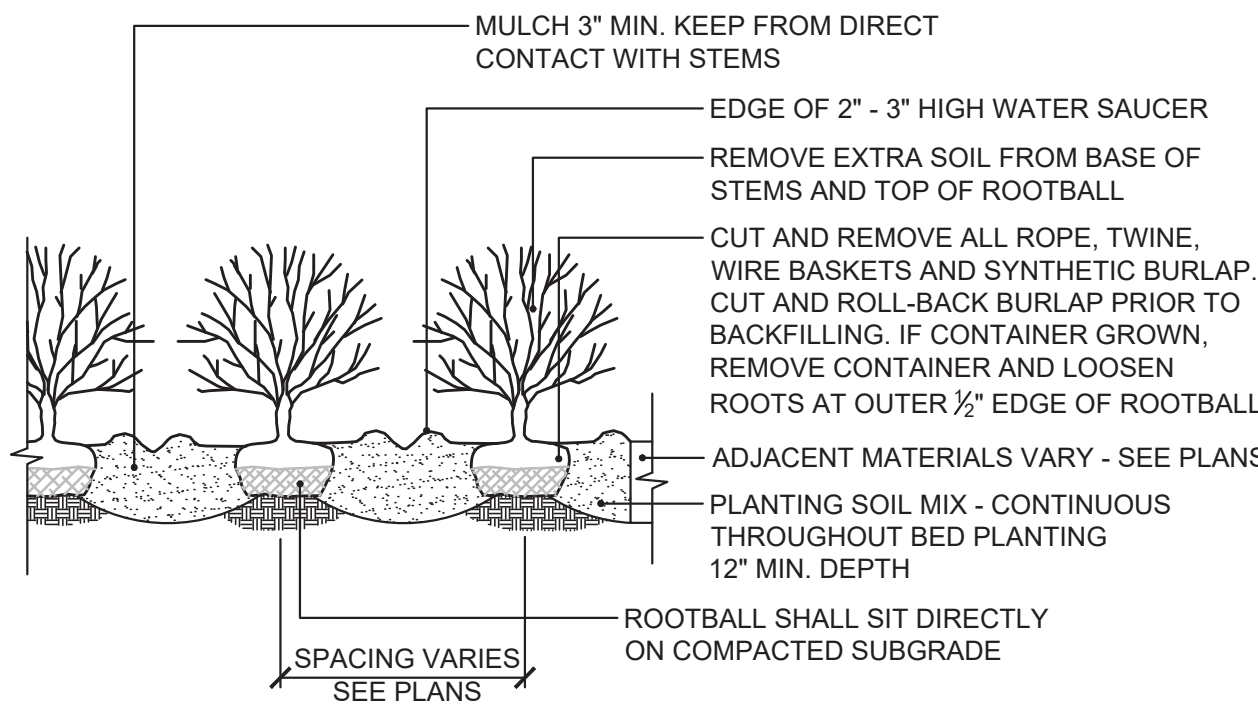
- LANDSCAPE CONTRACTOR SHALL REVIEW ALL SITE UTILITY PLANS AND COORDINATE WITH THE GENERAL CONTRACTOR TO AVOID HAZARDS AND CONFLICTS WITH EXISTING/NEW UNDERGROUND UTILITIES.
- ALL PLANTS SHALL BE HEALTHY NURSERY STOCK MEETING REQUIREMENTS OF NURSERYMEN'S ASSOCIATION STANDARDS FOR TYPE, SIZE, AND CONDITION. ALL OTHERS WILL BE REJECTED.
- PLANT LIST IS INFORMATIONAL ONLY. IF THERE IS A DISCREPANCY BETWEEN QUANTITIES SHOWN ON THE PLANT LIST AND THOSE SHOWN ON THE PLANS, QUANTITIES SHOWN ON THE PLAN SHALL GOVERN.
- ALL TREE PITS AND PLANT BEDS SHALL RECEIVE PREPARED PLANTING SOIL MIXTURE AS DETAILED AND SPECIFIED. PLANT BEDS: 12" DEPTH WITH SURFACE 3" BELOW FINISHED GRADE TO ALLOW FOR MULCH.



A TREE PLANTING DETAIL
L-1 NTS

NOTE:

- SHRUBS SHALL BE SET PLUMB AND PLANTED SO THAT THE TOP OF THE ROOTBALL IS 1"-2" ABOVE FINISHED GRADE.
- NO PRUNING OR CUTTING UNLESS DIRECTED BY THE LANDSCAPE ARCHITECT.
- SAUCER SHALL BE FLOODED TWICE DURING THE FIRST 24 HOURS AFTER PLANTING.
- SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.



B SHRUB PLANTING BED
L-1 NTS

LEGEND

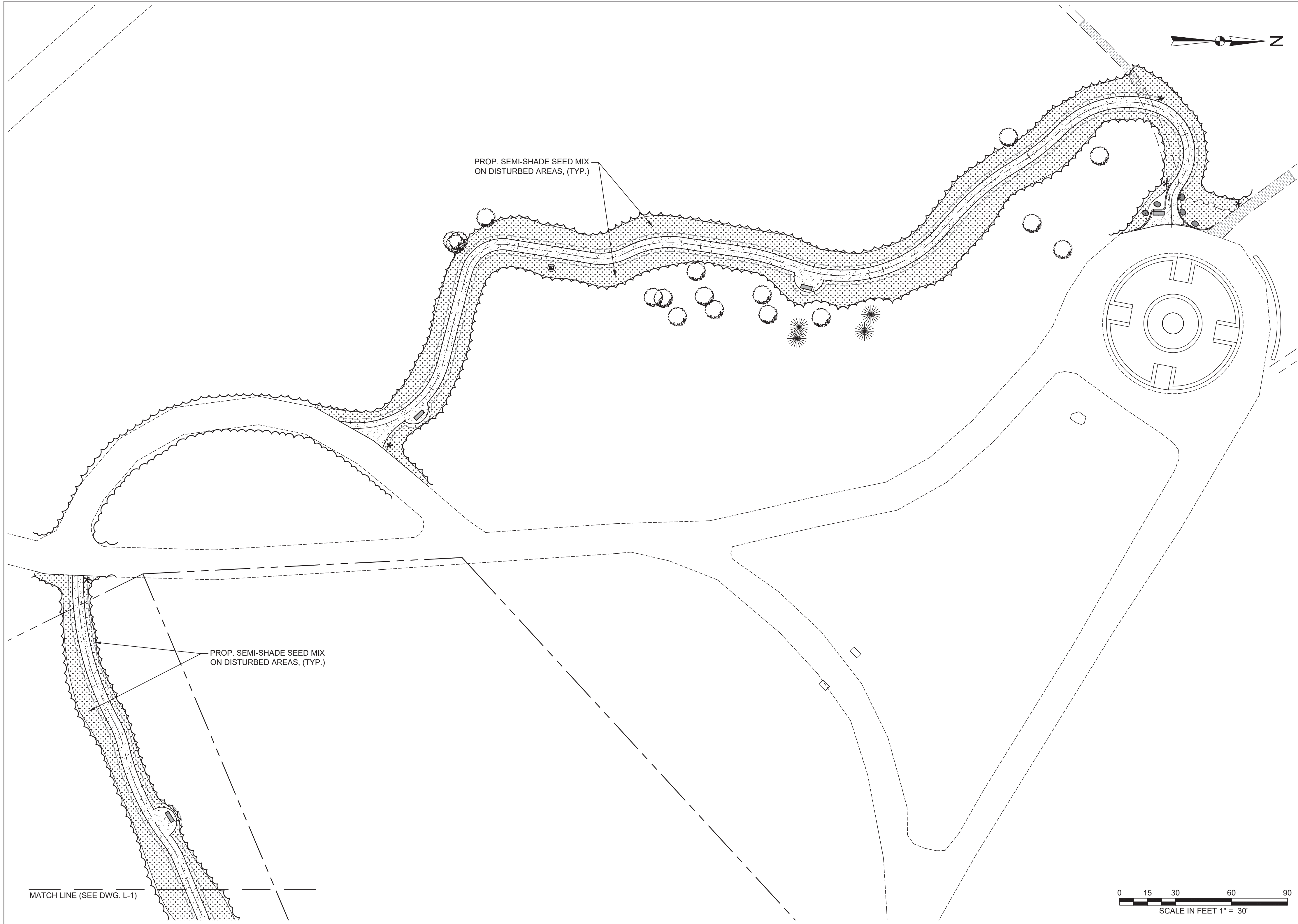
	EXISTING PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING TRAIL
	EXISTING TREES
	PROPOSED TRAIL MARKER/SIGNAGE (BY OTHERS)
	PROPOSED POST AND RAIL FENCE
	PROPOSED TIMBER GUARD RAIL
	PROPOSED TREELINE
	PROPOSED 2-FT TRAIL SHOULDER
	PROPOSED STONE DUST TRAIL
	PROPOSED WOODCHIP SURFACING



0 15 30 60 90
SCALE IN FEET 1" = 30'

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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
LANDSCAPE PLAN NO. 1			
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING L-1
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: AS SHOWN	
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -	

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GZA-A-0 161005 - 0 161799 15.0167116.00 ANNIVERSARY HILL PARK PHASE 1 DESIGN 15.0167116.00 CAD/DWG 15.0167116.00 - APP/DWG L-2 LANDSCAPE PLAN September 14, 2023 EDWARD MULLIN



LEGEND	
	EXISTING PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING TRAIL
	EXISTING TREES
	PROPOSED TRAIL MARKER/SIGNAGE (BY OTHERS)
	PROPOSED TREELINE
	PROPOSED 2-FT TRAIL SHOULDER
	PROPOSED STONE DUST TRAIL
	PROPOSED WOODCHIP SURFACING

LANDSCAPE PLAN "C"

NO.	ISSUE/DESCRIPTION	BY	DATE
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ANNIVERSARY HILL PARK ACCESSIBLE TRAIL AND UTILITY CORRIDOR HOLYOKE, MA			
LANDSCAPE PLAN NO. 2			
PREPARED BY: GZA GeoEnvironmental, Inc. www.gza.com		PREPARED FOR: CITY OF HOLYOKE, MA DEPARTMENT OF CONSERVATION AND SUSTAINABILITY	
PROJ MGR: ARD	REVIEWED BY: NLR	CHECKED BY: TRG	DRAWING L-2
DESIGNED BY: ARD	DRAWN BY: EDM	SCALE: AS SHOWN	
DATE: SEPT. 20, 2023	PROJECT NO. 15.01667116.00	REVISION NO. -	

THE COMMONWEALTH OF MASSACHUSETTS
CITY OF HOLYOKE
CITY CLERKS OFFICE
536 DWIGHT ST. HOLYOKE, MA 01040
TEL: (413) 322-5520 - FAX: (413) 322-5521

RECEIVED

APPLICATION FOR RENEWAL OF A HOME OCCUPATION:

OCT 25 2024

Date 10-22-24

Fee \$100.00 ✓

Holyoke City Clerk's
Holyoke, MA

In accordance with the provisions of City Ordinances, Appendix A, Section 4, Paragraph 8.2, I hereby apply for a Special Permit for a Home Occupation for the below named premises located at the following address:

Name of petitioner Erin Kelly

Address 123 Homestead Ave

Telephone 413 335-2377 Type of Business Yoga

Owner of Record of Building Erin Kelly

Address of Owner of Property 123 Homestead Ave Telephone

Business name Ahimsa Yoga Center

Signature of Petitioner Erin Kelly Date 10-22-24

COMMENTS:

INSTRUCTIONS:

- 1) Make Check payable to: City of Holyoke ✓
- 2) Return check and application to: City Clerk, 536 Dwight St. Holyoke, MA 01040 ✓
- 3) Obtain letter from Tax Collector and City Treasurer ✓

OFFICIAL USE ONLY:

Date of renewal notice _____ Date fee paid _____ Fee paid _____

Date of Expiration _____



Laura E. Wilson
Tax Collector

Rory Casey
Treasurer

City of Holyoke

Form A – Tax Compliance Form

DATE: 10/25/24

In accordance with Section 82-3 of the City Ordinance, specifically:

(c) In addition to the requirements of [M.G.L.] c. 40 § 57, every city board, department, authority, or commission issuing licenses or permits in the city shall certify with the Tax Collector and the Treasurer that all taxes, fees, and assessments are current, prior to issuing any license or permit, and that all tax agreements are being complied with.

Please bring this form to City Hall and obtain each signature as required below or mail the form to the Tax Collector's Office with a stamped, self-addressed envelope. Please do not submit a Business Certificate application to the City Clerk's Office prior to completing Form A.

I state that I have reviewed the following and as of the date of this letter, the following is true and accurate.

Current	Type
<u>✓</u>	Real Estate
<u>N/A</u>	Personal Property
<u>✓</u>	Excise
<u>N/A</u>	Payment Plan

Comments:

Applicant:

Erin Kelly / Ahimsa Yoga Center

Address:

123 Homestead Ave

Property Owner:

John & Erin Kelly

Respectfully,

Laura Wilson
Tax Collector
413.322.5530

Rory Casey
City Treasurer
413.322.5560

THE COMMONWEALTH OF MASSACHUSETTS
CITY OF HOLYOKE
CITY CLERKS OFFICE
536 DWIGHT ST. HOLYOKE, MA 01040
TEL: (413) 322-5520 – FAX: (413) 322-5521

APPLICATION FOR RENEWAL OF A HOME OCCUPATION:

Date 10/21/2024 Fee \$100.00

In accordance with the provisions of City Ordinances, Appendix A, Section 4, Paragraph 8.2, I hereby apply for a Special Permit for a Home Occupation for the below named premises located at the following address:

Name of petitioner Daniel LiBoussonnault
Address 267 Southampton Road
Telephone 617-645-5167 Type of Business Plant based "cheese"
Owner of Record of Building Daniel LiBoussonnault
Address of Owner of Property 267 Southampton Rd Telephone 617-645-5167
Business name Dans Payer Plant - Plant Foods Inc.
Signature of Petitioner Daniel LiBoussonnault Date 10/21/2024

COMMENTS:

INSTRUCTIONS:

- 1) Make Check payable to: City of Holyoke
- 2) Return check and application to: City Clerk, 536 Dwight St. Holyoke, MA 01040
- 3) Obtain letter from Tax Collector and City Treasurer

OFFICIAL USE ONLY:

Date of renewal notice _____ Date fee paid _____ Fee paid _____
Date of Expiration _____

RECEIVED

OCT 21 2024

Holyoke City Clerk's
Holyoke, MA



Laura E. Wilson
Tax Collector

Rory Casey
Treasurer

City of Holyoke

Form A – Tax Compliance Form

DATE: 10/23/24

In accordance with Section 82-3 of the City Ordinance, specifically:

(c) In addition to the requirements of [M.G.L.] c. 40 § 57, every city board, department, authority, or commission issuing licenses or permits in the city shall certify with the Tax Collector and the Treasurer that all taxes, fees, and assessments are current, prior to issuing any license or permit, and that all tax agreements are being complied with.

Please bring this form to City Hall and obtain each signature as required below or mail the form to the Tax Collector's Office with a stamped, self-addressed envelope. Please do not submit a Business Certificate application to the City Clerk's Office prior to completing Form A.

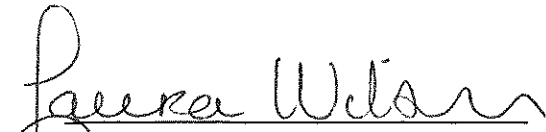
I state that I have reviewed the following and as of the date of this letter, the following is true and accurate.

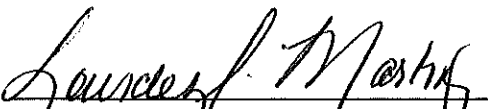
Current	Type
☒	Real Estate
☐ N/A	Personal Property
☒	Excise
☐ N/A	Payment Plan

Comments:

Applicant: Daniel Liboissonnault / Dans Power Plant - Plant Based
Address: 267 Southampton Rd Holyoke, MA 01040 Foods Inc.
Property Owner: Daniel Liboissonnault

Respectfully,


Tax Collector
413.322.5530


City Treasurer
413.322.5560

THE COMMONWEALTH OF MASSACHUSETTS
CITY OF HOLYOKE
CITY CLERKS OFFICE
536 DWIGHT ST. HOLYOKE, MA 01040
TEL: (413) 322-5520 – FAX: (413) 322-5521

APPLICATION FOR RENEWAL OF A HOME OCCUPATION:

Date 10-22-2024 Fee \$100.00

In accordance with the provisions of City Ordinances, Appendix A, Section 4, Paragraph 8.2, I hereby apply for a Special Permit for a Home Occupation for the below named premises located at the following address:

Name of petitioner JOHN P. McCann
Address 415 INGLIS ST. HOLYOKE
Telephone 413 204-1078 Type of Business MASSAGE THERAPY + YOGA
Owner of Record of Building JOHN P. McCann + JAVIER VECCHIA
Address of Owner of Property 415 INGLIS ST. Telephone 413 536 9682
Business name INGLIS THERAPEUTIC MASSAGE + YOGA
Signature of Petitioner John P. McCann Date 10-22-2024

COMMENTS:

RECEIVED

INSTRUCTIONS:

- 1) Make Check payable to: City of Holyoke
- 2) Return check and application to: City Clerk, 536 Dwight St. Holyoke, MA 01040
- 3) Obtain letter from Tax Collector and City Treasurer

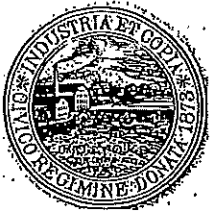
OCT 23 2024

Holyoke City Clerk's
Holyoke, MA

OFFICIAL USE ONLY:

Date of renewal notice _____ Date fee paid _____ Fee paid _____

Date of Expiration _____



Laura E. Wilson
Tax Collector

Rory Casey
Treasurer

City of Holyoke

Form A – Tax Compliance Form

DATE: 10/22/24

In accordance with Section 82-3 of the City Ordinance, specifically:

(c) In addition to the requirements of [M.G.L.] c. 40 § 57, every city board, department, authority, or commission issuing licenses or permits in the city shall certify with the Tax Collector and the Treasurer that all taxes, fees, and assessments are current, prior to issuing any license or permit, and that all tax agreements are being complied with.

Please bring this form to City Hall and obtain each signature as required below or mail the form to the Tax Collector's Office with a stamped, self-addressed envelope. Please do not submit a Business Certificate application to the City Clerk's Office prior to completing Form A.

I state that I have reviewed the following and as of the date of this letter, the following is true and accurate.

Current	Type
<u>✓</u>	Real Estate
<u>N/A</u>	Personal Property
<u>✓</u>	Excise
<u>N/A</u>	Payment Plan

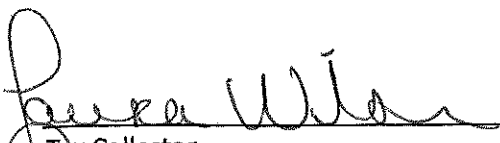
Comments:

Applicant: John P McCann / Ingleside Therapeutic Massage & Yoga

Address: 415 INGLESIDE ST

Property Owner: JOHN P McCann

Respectfully,


Tax Collector
413.322.5530


City Treasurer
413.322.5560



Date 10-21-2024

CITY OF HOLYOKE CITY COUNCIL
SPECIAL PERMIT APPLICATION FOR

motor Vehicle Repair 7.2.13(a)

Name of Owner: Daniel R. LaFlamme

Address: 316 Montcalm St. Chicopee, Ma. 01020

Contact Name Same

Address (if other) _____

Contact Phone (413) 563-9944

Fax # _____

RECEIVED

OCT 21 2024

Holyoke City Clerk's
Holyoke, MA

Name of Applicant: Daniel's Truck Center, Inc.

Address: 41 Temple St. Holyoke, Ma. 01040 (if different from owner)

Phone: (413) 563-9944 Fax # _____

Name of Engineer/Surveyor/Sign Company: _____

(if applicable)

Address: _____

Phone _____

Name of Project: _____

Deed of Property Recorded in
Hampden County Registry of Deeds:

Holyoke Assessor Map Reference:

Book: 17611 Page: 129

Map 085 Block 00 Parcel 012

Property Address: 41 Temple St. Holyoke, Ma. 01040

Pursuant to Chapter 40A of the General Laws of the Commonwealth of Massachusetts and the Holyoke Zoning Ordinance, application is hereby made to the Holyoke City Council to do the following: Light Truck

Repairing and Detailing

Will any other permits or variances be required? If so, please list and indicate if they have been applied for or obtained.

Auto Repair Licence will need to be applied for, Pending Special Permit approval.

Daniel's Truck Center, Inc.
APPLICANT (please print)

Daniel R. LaFlamme
SIGNATURE OF APPLICANT

Daniel R. LaFlamme
OWNER (or LEGAL COUNSEL)

Daniel R. LaFlamme
SIGNATURE OF OWNER (or LEGAL COUNSEL)



Laura E. Wilson
Tax Collector

Rory Casey
Treasurer

City of Holyoke

Form A – Tax Compliance Form

DATE: 10/21/24

In accordance with Section 82-3 of the City Ordinance, specifically:

(c) In addition to the requirements of [M.G.L.] c. 40 § 57, every city board, department, authority, or commission issuing licenses or permits in the city shall certify with the Tax Collector and the Treasurer that all taxes, fees, and assessments are current, prior to issuing any license or permit, and that all tax agreements are being complied with.

Please bring this form to City Hall and obtain each signature as required below or mail the form to the Tax Collector's Office with a stamped, self-addressed envelope. Please do not submit a Business Certificate application to the City Clerk's Office prior to completing Form A.

I state that I have reviewed the following and as of the date of this letter, the following is true and accurate.

Current	Type
<u>✓</u>	Real Estate
<u>N/A</u>	Personal Property
<u>✓</u>	Excise
<u>N/A</u>	Payment Plan

Comments:

Applicant:

Daniel LaFlamme / Daniel's Truck Center

Address:

41 Temple St.

Property Owner:

Daniel LaFlamme

Respectfully,

Laura Wilson

Tax Collector
413.322.5530

Rory Casey

City Treasurer
413.322.5560

RCRAInfo Registration Completed

From: rcrainfo.admin@epa.gov (rcrainfo.admin@epa.gov)

To: danielstruckcenter@yahoo.com

Date: Friday, October 18, 2024, 12:24 PM EDT

Dear Daniel Laflamme <DTC@41TEMPLE>,

You have successfully registered a RCRAInfo Industry (CDX) account and setup multi-factor authentication using Login.gov.

You will need to remember your User ID **DTC@41TEMPLE** which is specific to RCRAInfo Industry (CDX) accounts.

Your password, email, and multi-factor authentication settings are now externally managed using Login.gov. The next time you log in to RCRAInfo you will enter this User ID, and then be automatically redirected to Login.gov to complete authentication.

For assistance with your Login.gov account please visit: [Login.gov/help](https://login.gov/help)

For assistance with your RCRAInfo Industry (CDX) User ID please visit: cdx.epa.gov/help

Thank you!

RCRAInfo Team

Please DO NOT REPLY to this email. This is not a monitored inbox.



Date: 10-15-2024

**CITY OF HOLYOKE CITY COUNCIL
SPECIAL PERMIT APPLICATION FOR**

Marijuana Cultivation and Manufacturing Establishment

Name of Owner: Daneton Blake

Address: 80 Quincy Street Springfield Mass 01109

Contact Name Daneton Blake

Address (if other) _____

Contact Phone 413-433-5247

Fax # _____

Name of Applicant: 876 Grow Inc

(If different from owner)

Address: 360 Race Street Holyoke Mass 01040

Phone: 413-433-5247

Fax # _____

Name of Engineer/Surveyor/Sign Company: Dino D' Angelo / TJ Conway CO

(if applicable)

Address: 26 Progress Ave Springfield Ma 01101

Phone 413-626-8752

Name of Project: 876 Grow Inc

Deed of Property Recorded In
Hampden County Registry of Deeds:

Holyoke Assessor Map Reference:

Book: 23096 Page: 410

Map 28 Block 06 Parcel 018A

Property Address: 360 Race Street Holyoke Mass 01040

Pursuant to Chapter 40A of the General Laws of the Commonwealth of Massachusetts and the Holyoke Zoning Ordinance, application is hereby made to the Holyoke City Council to do the following: Zoning District IG

Renovate and Operate a Marijuana Cultivation and Processing Establishment

Will any other permits or variances be required? If so, please list and indicate if they have been applied for or obtained.

APPLICANT (please print)

876 Grow Inc Daneton Blake

SIGNATURE OF APPLICANT

Daneton Blake

OWNER (or LEGAL COUNSEL)

Daneton Blake

SIGNATURE OF OWNER (or LEGAL COUNSEL)

Daneton Blake

536 DWIGHT STREET, ROOM 2 • HOLYOKE, MASSACHUSETTS 01040-5086

PHONE: (413) 322-5520 • FAX: (413) 322-5521 • E-MAIL: clerks@holyoke.org

Birthplace of Volleyball

Special Permit Amendment

I am writing for an amendment of my special permit for 876 Grow Inc. Located at 360 Race Street Holyoke Mass 01040, to continue the process of building. I am currently in provisional Licensing phase heading towards final licensing with the CCC, reason being my exceeding the two years given was financial hardship for 876 Grow Inc. things are in a much better standing now and a greater direction to final Licensing with expectation of finishing within the next 6 months of today's date. 10/10/2024

Thanks in advance

Daneton Blake

413-433-5247

City of Holyoke, Massachusetts
Policy for Designated Handicap Parking Spaces
on Public Streets in Residential Areas

RECEIVED
RECEIVED

OCT 24 2024
OCT 24 2024

Rules for Residential HP Usage: handicap parking spaces may be established by the City Council in accordance with Section 86-98(c) of the Code of Ordinances.

1. Handicap Parking cannot be established in areas already restricted as "No Parking" or "Limited Time" parking spots.
2. Handicap Parking shall not be designated when off-street parking is available (driveway, garage, etc.).
3. The street must be a Public Way, and the street width must be adequate to allow parking in front of or near the applicant's residence.
4. Handicap parking signs do not exempt a vehicle from other regulations such as snow emergency, street cleaning and/or repair work.
5. Spots established in accordance with this section may be used by anyone with a handicap plate or placard as issued from the Registry of Motor Vehicles. A placard shall not be used by family, friends or other individuals visiting the handicap person. Police may confiscate the HP placard for any violation and the Commonwealth of Massachusetts Registry of Motor vehicles may impose fines if violations occur in use of HP space(s).
6. The City Council shall deny an application under this section if it does not meet the criteria contained herein. The Council may remove any Handicap Parking spaces that it finds are infrequently used or cause a hazard to the motoring and walking public.
7. Handicap Parking spaces established under this section shall be valid for a period which coincides with the applicant's placard or plate. If there is no change in the residence of the individual, a renewal petition shall be submitted to the City Council with a copy of the updated placard. Any change in information will require submission of a new application. Failure to renew will result in the removal of the HP signs and require submission of a new application.
8. When the Handicap Parking space is not longer needed due to the applicant's change of residence or change in eligibility status, the applicant or another household member shall notify the ward councilor in writing within thirty (30) days of this change.
9. Failure to comply with any of the rules will result in fines and penalties as established by City Ordinances for misuse of Handicap Parking spaces.

To apply for a Handicap Parking space near your residence, please submit the following documentation to a city councilor:

1. The completed Residential Handicap Parking application.
2. A photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

APPLICANT'S CERTIFICATION

I am aware that it is my responsibility to properly use a handicap parking plate/placard subject to the rules and regulations of the Commonwealth of Massachusetts Registry of Motor Vehicles; I have read and understand the policy for designated Handicap Parking Spaces on Public Streets in the City of Holyoke. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

East Elia Costa

Applicant's Signature

Print Name

Date

10/24/24

For Office Use Only

Date order filed with City Council and referred to Ordinance Committee/Handicap Commission _____

Date Handicap Commission recommendation received by Ordinance Committee _____

Date Ordinance committee recommendation _____

Date City Council approval/disapproval _____

Applicant's Certification

I am aware that it is my responsibility to file a complete application. I understand that the application will be returned to me if it is found to be incomplete, illegible, or otherwise not filed in compliance with the instructions. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Applicant's Signature: Easter Acosta Date: 10/24/24

*Please remember to attach: a photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

PL2840492

Expires:

11-19-25

**Disabled Persons
Parking Identification Placard**



Garrett-Infor

ACOSTA-BAUTISTA

ESTELA

**Commonwealth of
Massachusetts**



City of Holyoke, Massachusetts
Policy for Designated Handicap Parking Spaces
on Public Streets in Residential Areas

RECEIVED

OCT 22 2024

Rules for Residential HP Usage: handicap parking spaces may be established by the City Council in accordance with Section 86-98(c) of the Code of Ordinances.

Holyoke City Clerk's
Holyoke, MA

1. Handicap Parking cannot be established in areas already restricted as "No Parking" or "Limited Time" parking spots.
2. Handicap Parking shall not be designated when off-street parking is available (driveway, garage or lot).
3. The street must be a Public Way, and the street width must be adequate to allow parking in front of or near the applicant's residence.
4. Handicap parking signs do not exempt a vehicle from other regulations such as snow emergency, street cleaning and/or repair work.
5. Spots established in accordance with this section may be used by anyone with a handicap plate or placard as issued from the Registry of Motor Vehicles. A placard shall not be used by family, friends or other individuals visiting the handicap person. Police may confiscate the HP placard for any violation and the Commonwealth of Massachusetts Registry of Motor vehicles may impose fines if violations occur in use of HP space(s).
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7. Handicap Parking spaces established under this section shall be valid for a period which coincides with the applicant's placard or plate. If there is no change in the residence of the individual, a renewal petition shall be submitted to the City Council with a copy of the updated placard. Any change in information will require submission of a new application. Failure to renew will result in the removal of the HP signs and require submission of a new application.
8. When the Handicap Parking space is not longer needed due to the applicant's change of residence or change in eligibility status, the applicant or another household member shall notify the ward councilor in writing within thirty (30) days of this change.
9. Failure to comply with any of the rules will result in fines and penalties as established by City Ordinances for misuse of Handicap Parking spaces.

To apply for a Handicap Parking space near your residence, please submit the following documentation to a city councilor:

1. The completed Residential Handicap Parking application.
2. A photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

APPLICANT'S CERTIFICATION

I am aware that it is my responsibility to properly use a handicap parking plate/placard subject to the rules and regulations of the Commonwealth of Massachusetts Registry of Motor Vehicles; I have read and understand the policy for designated Handicap Parking Spaces on Public Streets in the City of Holyoke. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Yolanda Gonzalez Yolanda Gonzalez 9-9-2024
Applicant's Signature Print Name Date

For Office Use Only

Date order filed with City Council and referred to Ordinance Committee/Handicap Commission _____

Date Handicap Commission recommendation received by Ordinance Committee _____

Date Ordinance committee recommendation _____

Date City Council approval/disapproval _____

CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

If this application is being completed by someone other than the Disabled person (the Applicant), please list that person's name below (PLEASE PRINT ALL INFORMATION):

Yolanda Gonzalez _____
Name of Person completing this application Relationship to Applicant

Applicant's (Disabled Person's) Name Yolanda Gonzalez

Address: 50 Arthur Street

Telephone: 787-628-4229 Date of Birth: (mm/dd/yy) 08-09-1961

Handicap Placard/License Plate Number: _____ Expiration Date: 2028

PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1.) Is there off-street parking (driveway, parking lot etc.) at your residence? YES ☒ NO ☐
- 1a.) If there is off-street parking are you allowed to use it? YES ☒ NO ☐
- 1b.) If you are not allowed to use off-street parking, please explain why:

- 2.) Explain why you feel that you are in need of Residential Handicap parking in front of/near your home.
(If needed, continue on reverse side or attach additional sheets)

- 3.) Do you rent the property where you are residing? YES ☐ NO ☒ **If YES, your landlord will need to sign below.

** I certify that I am the owner of the property or Property Manger at:
Insert address of resident: 50 Arthur Street Holyoke

** I further certify that off-street parking (driveway, garage or lot) is not available
To the applicant at this listed address.

Yolanda Gonzalez 787-628-4229 9-9-2024
Signature of Landlord or Property Manger Phone Date

ATTACH PICTURE OR SKETCH INCLUDING DRIVEWAYS, RAMPS AND ENTRANCES

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CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

Applicant's Name (please print) Yolanda Gonzalez

Applicant's Address 50 Arthur Street Phone 782-628-4229

To be Completed by the Holyoke Handicap Commission (HHC):

- ☐ Received Copy of the Massachusetts Registration and/or Placard
☐ Received Signature of Landlord – if applicable
☐ Site inspection by: _____ Date: _____
☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

HHC Chairperson's Signature: _____ Date: _____

To be Completed by City Council Ordinance Committee:

- Reviewed at meeting of Ordinance Committee (date): _____
☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

To be Completed by Holyoke City Council

- Reviewed at meeting of the Holyoke City Council (date): _____
☐ Application Approved ☐ Application Denied – Reason for Application Denial

Applicant's Certification

I am aware that it is my responsibility to file a complete application. I understand that the application will be returned to me if it is found to be incomplete, illegible, or otherwise not filed in compliance with the instructions. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Applicant's Signature: Glenda S. S. S. Date: 9-9-2024

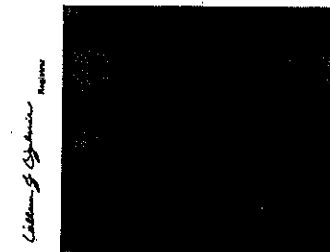
*Please remember to attach: a photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

PL5440365

Expires:

02-21-28

Disabled Persons
Parking Identification Placard



GONZALEZ

YOLANDA

Commonwealth of
Massachusetts



City of Holyoke, Massachusetts
Policy for Designated Handicap Parking Spaces
on Public Streets in Residential Areas

RECEIVED

OCT 25 2024

Holyoke City Clerk's
Holyoke, MA

Rules for Residential HP Usage: handicap parking spaces may be established by the City Council in accordance with Section 86-98(c) of the Code of Ordinances.

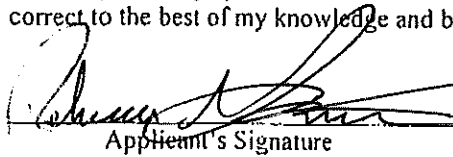
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9. Failure to comply with any of the rules will result in fines and penalties as established by City Ordinances for misuse of Handicap Parking spaces.

To apply for a Handicap Parking space near your residence, please submit the following documentation to a city councilor:

1. The completed Residential Handicap Parking application.
2. A photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

APPLICANT'S CERTIFICATION

I am aware that it is my responsibility to properly use a handicap parking plate/placard subject to the rules and regulations of the Commonwealth of Massachusetts Registry of Motor Vehicles; I have read and understand the policy for designated Handicap Parking Spaces on Public Streets in the City of Holyoke. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

 Rebecca Ganieany 10-14-24
Applicant's Signature Print Name Date

For Office Use Only

Date order filed with City Council and referred to Ordinance Committee/Handicap Commission _____

Date Handicap Commission recommendation received by Ordinance Committee _____

Date Ordinance committee recommendation _____

Date City Council approval/disapproval _____

CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

Applicant's Name (please print) Rebecca Ganearny
Applicant's Address 322 Linden St. Phone 413-695-0706

To be Completed by the Holyoke Handicap Commission (HHC):

- ☐ Received Copy of the Massachusetts Registration and/or Placard
☐ Received Signature of Landlord – if applicable
☐ Site inspection by: _____ Date: _____
☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

HHC Chairperson's Signature: _____ Date: _____

To be Completed by City Council Ordinance Committee:

- Reviewed at meeting of Ordinance Committee (date): _____
☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

To be Completed by Holyoke City Council

- Reviewed at meeting of the Holyoke City Council (date): _____
☐ Application Approved ☐ Application Denied – Reason for Application Denial

RECEIVED

OCT 25 2024

Holyoke City Clerk's
Holyoke, MA

PL3860254

Expires:

06-16-26

**Disabled Persons
Parking Identification Placard**



GANIEANY

REBECCA

L

**Commonwealth of
Massachusetts**



Important: Remove before driving vehicle

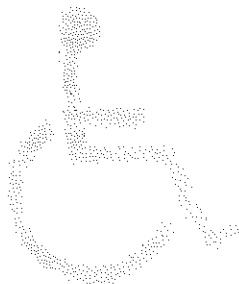
PL3860254

NON-TRANSFERABLE

06-16-26

WARNING

Wrongful use by any
other person carries
60 day loss of license,
placard revocation, \$500
fine for 1st offense. \$50
fine for covering placard
number/date.



For use in private passenger
vehicle only
Mass.gov/RMV

City of Holyoke, Massachusetts
Policy for Designated Handicap Parking Spaces
on Public Streets in Residential Areas

RECEIVED

OCT 22 2024

Rules for Residential HP Usage: handicap parking spaces may be established by the City Council in accordance with 86-98(c) of the Code of Ordinances. Holyoke City Clerk's Holyoke, MA

1. Handicap Parking cannot be established in areas already restricted as "No Parking" or "Limited Time" parking spots.
2. Handicap Parking shall not be designated when off-street parking is available (driveway, garage or lot).
3. The street must be a Public Way, and the street width must be adequate to allow parking in front of or near the applicant's residence.
4. Handicap parking signs do not exempt a vehicle from other regulations such as snow emergency, street cleaning and/or repair work.
5. Spots established in accordance with this section may be used by anyone with a handicap plate or placard as issued from the Registry of Motor Vehicles. A placard shall not be used by family, friends or other individuals visiting the handicap person. Police may confiscate the HP placard for any violation and the Commonwealth of Massachusetts Registry of Motor vehicles may impose fines if violations occur in use of HP space(s).
6. The City Council shall deny an application under this section if it does not meet the criteria contained herein. The Council may remove any Handicap Parking spaces that it finds are infrequently used or cause a hazard to the motoring and walking public.
7. Handicap Parking spaces established under this section shall be valid for a period which coincides with the applicant's placard or plate. If there is no change in the residence of the individual, a renewal petition shall be submitted to the City Council with a copy of the updated placard. Any change in information will require submission of a new application. Failure to renew will result in the removal of the HP signs and require submission of a new application.
8. When the Handicap Parking space is not longer needed due to the applicant's change of residence or change in eligibility status, the applicant or another household member shall notify the ward councilor in writing within thirty (30) days of this change.
9. Failure to comply with any of the rules will result in fines and penalties as established by City Ordinances for misuse of Handicap Parking spaces.

To apply for a Handicap Parking space near your residence, please submit the following documentation to a city councilor:

1. The completed Residential Handicap Parking application.
2. A photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

APPLICANT'S CERTIFICATION

I am aware that it is my responsibility to properly use a handicap parking plate/placard subject to the rules and regulations of the Commonwealth of Massachusetts Registry of Motor Vehicles; I have read and understand the policy for designated Handicap Parking Spaces on Public Streets in the City of Holyoke. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Applicant's Signature

Print Name

Date

Yulitza L.

Oct/21/ 2024

For Office Use Only

Date order filed with City Council and referred to Ordinance Committee/Handicap Commission _____

Date Handicap Commission recommendation received by Ordinance Committee _____

Date Ordinance committee recommendation _____

Date City Council approval/disapproval _____

CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

If this application is being completed by someone other than the Disabled person (the Applicant), please list that person's name below (PLEASE PRINT ALL INFORMATION):

Diana Diaz Garcia mother
Name of Person completing this application Relationship to Applicant

Applicant's (Disabled Person's) Name Yulitza L Diaz Garcia
Address: 45 Congress AV ^{3F1007} Holyoke ma 01040
Telephone: 413 356 8545 Date of Birth: (mm/dd/yy) 06/22/2003
Handicap Placard/License Plate Number: PL2260394 Expiration Date: 9/15/25

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1.) Is there off-street parking (driveway, parking lot etc.) at your residence? YES ☐ NO ☒

1a.) If there is off-street parking are you allowed to use it? YES ☐ NO ☒

1b.) If you are not allowed to use off-street parking, please explain why:

we need a reliable spot close to home because of Disability

2.) Explain why you feel that you are in need of Residential Handicap parking in front of/near your home.
(If needed, continue on reverse side or attach additional sheet(s))

Yulitza is diagnosed with chronic pain syndrome
and cannot walk far distance

3.) Do you rent the property where you are residing? YES ☒ NO ☐ **If YES, your landlord will need to sign below.

** I certify that I am the owner of the property or Property Manager at:

Insert address of resident: 45-47 Congress AV

** I further certify that off-street parking (driveway, garage or lot) is not available
To the applicant at this listed address.

Mercedes Diaz 413 777-6647
Signature of Landlord or Property Manager Phone Date

ATTACH PICTURE OR SKETCH INCLUDING DRIVEWAYS, RAMPS AND ENTRANCES



CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

Applicant's Name (please print) Yulitza L Diaz Garza

Applicant's Address 45 Congress Av 3 Floor Phone 433 56 8545
Holyoke mas

To be Completed by the Holyoke Handicap Commission (HHC):

☐ Received Copy of the Massachusetts Registration and/or Placard

☐ Received Signature of Landlord – if applicable

☐ Site inspection by: _____ Date: _____

☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

HHC Chairperson's Signature: _____ Date: _____

To be Completed by City Council Ordinance Committee:

Reviewed at meeting of Ordinance Committee (date): _____

☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

To be Completed by Holyoke City Council

Reviewed at meeting of the Holyoke City Council (date): _____

☐ Application Approved ☐ Application Denied – Reason for Application Denial

Applicant's Certification

I am aware that it is my responsibility to file a complete application. I understand that the application will be returned to me if it is found to be incomplete, illegible, or otherwise not filed in compliance with the instructions. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Applicant's Signature: Diana May Gura Date: 10/21/24
mother

*Please remember to attach: a photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

RECEIVED

OCT 22 2024

Holyoke City Clerk's
Holyoke, MA

PL2200394

Expires:

09-15-25

**Disabled Persons
Parking Identification Placard**



Quincy Tilton



DIAZ-GARCIA
YULITZA
LEE

**Commonwealth of
Massachusetts**



City of Holyoke

Request for Appropriation Transfer Within a Classification

10-10-24

Dept. Name:

Police

Date

I hereby respectfully request that the following amounts be transferred *within one* of the following indicated (X) appropriation classifications within my department and as further detailed below:

Personal Services

X

Expenditures

Account No.

\$ Amount

Organization

Object

Account Name

From

To

12101

51105

Sergeants

7135.36

12101

51107

Patrolmen

19,931.53

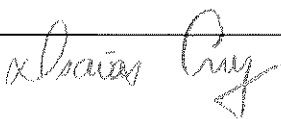
12101

51180

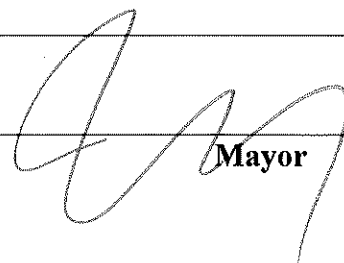
Inj. On Duty

27,066.89

**IOD: V. HEREDIA, JONIEC, SMITH, MARTINEZ, SANTANA, ORTIZ, WHALEN,
TOURVILLE, PAGAN, HOAR, SPAFFORD**



Head of Department
Isaias Cruz, Chief of Police



Mayor

City of Holyoke

Request for Appropriation Transfer
Within a Classification

10-24-24

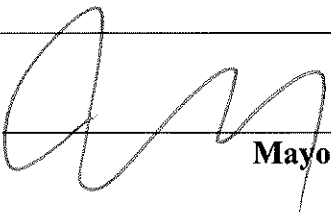
Dept. Name: Police Date

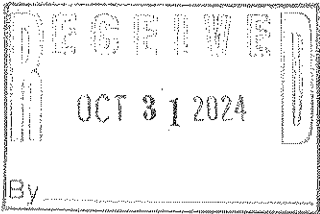
I hereby respectfully request that the following amounts be transferred *within one* of the following indicated (X) appropriation classifications within my department and as further detailed below:

Personal Services		<u>X</u>	Expenditures	
Account No.			\$ Amount	
Organization	Object	Account Name	From	To
12101	51105	Sergeants	7,135.36	
12101	51107	Patrolmen	13,031.97	
12101	51180	Inj. On Duty		20,167.33

IOD: V. HEREDIA, JONIEC, SMITH, MARTINEZ, SANTANA, WHALEN, TOURVILLE, SPAFFORD, GLASHEEN


Head of Department
Isaias Cruz, Chief of Police


Mayor



City of Holyoke

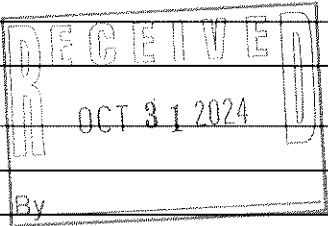
Request for Appropriation Transfer Within a Classification

Dept. Name:PoliceDate10/29/24

I hereby respectfully request that the following amounts be transferred *within one* of the following indicated (X) appropriation classifications within my department and as further detailed below:

Personal Services		X	Expenditures	
Account No.			\$ Amount	
Organization	Object	Account Name	From	To
12101	51117	DISPATCH	150,000.00	
12101	51107	PATROLMEN	150,000.00	
12101	51300	OVERTIME		300,000.00

TO BALANCE LINE ITEMS



Isaias Cruz

Head of Department
Isaias Cruz, Chief of Police

Mayor

City of Holyoke
Request for Appropriation Transfer
Within a Classification

Fire
Dept. Name _____ Date 10/9/2024

I hereby respectfully request that the following amounts be transferred within one of the following indicated (X) appropriation classifications within my department and as further detailed below:

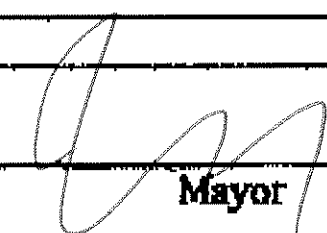
Personal Services X Expenses _____ Capital Outlay _____

<u>Account No.</u>		<u>Account Name</u>	<u>\$ Amount</u>	
<u>Organization</u>	<u>Object</u>		<u>From</u>	<u>To</u>
12201	51103	Captain	(3,663.90)	_____
12201	51104	Lieutenants	(3,142.74)	_____
12201	51105	Firefighters	(4,262.14)	_____
12201	51180	IOD	(_____)	11,068.78
_____	_____	_____	(_____)	_____
_____	_____	_____	(_____)	_____
_____	_____	_____	(_____)	_____
_____	_____	_____	(_____)	_____
_____	_____	_____	(_____)	_____
_____	_____	_____	(_____)	_____

Reason for request: PP #8

Ledoux , Destromp and Maldonado K, R Ortiz


Head of Department


Mayor

Form TR-1 (6/92)

City of Holyoke
Request for Appropriation Transfer
Within a Classification

Fire

Dept. Name _____ Date 10/23/2024

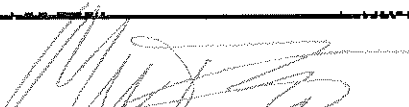
I hereby respectfully request that the following amounts be transferred within one of the following indicated (X) appropriation classifications within my department and as further detailed below:

Personal Services X Expenses _____ Capital Outlay _____

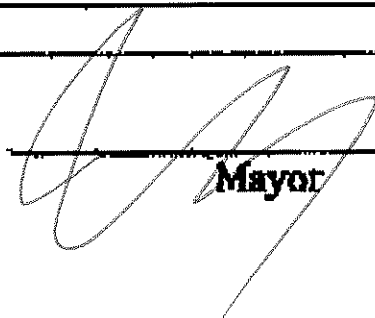
Account No.		Account Name	\$ Amount	
Organization	Object		From	To
12201	51103	Captain	(3,663.90)	_____
12201	51104	Lieutenants	(3,142.74)	_____
12201	51105	Firefighters	(1,634.94)	_____
12201	51180	IOD	()	8,441.58
_____	_____	_____	()	_____
_____	_____	_____	()	_____
_____	_____	_____	()	_____
_____	_____	_____	()	_____
_____	_____	_____	()	_____
_____	_____	_____	()	_____

Reason for request PP #9

Ledoux , Maldonado K, R Ortiz


Head of Department

Deputy Chief


Mayor

Form TR-1 (6/92)

Mayor/IT
Audit
Procurement
Treasurer

City of Holyoke
Request for Appropriation Transfer
Between Classifications

Dept. Name _____

Date 10/31/2024

Use as a basis for preparing a financial order to be placed in front of City Council. I hereby respectfully request that the following amounts be transferred between two or more of the following indicated (X) appropriation classifications and as further detailed below:

Personal Services X Expenses X Capital Outlay _____

Account No.		Account Name	\$ Amount	
Organization	Object		From	To
11351	51106	Audit - Prof Acct	(15,000)	
11381	51102	Procurement - Asst CPO	(12,000)	
11451	51125	Treasurer - Admin Asst	(5,000)	
11552	53100	Software License	()	32,000
- - - - -	- - - - -	- - - - -	()	- - - - -
- - - - -	- - - - -	- - - - -	()	- - - - -
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- - - - -	- - - - -	- - - - -	()	- - - - -

Reason for request:

to cover anticipated license costs
cut by City Council - IT Budget

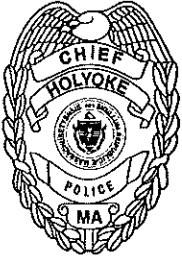
Head of Department.

Form TR-1 (6/92)

[Signature] - Audit
[Signature] - Treasurer
[Signature] - CPO

[Signature]
Mayor

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPR TRANSFRS/ADJSTN REVISED BUDGET YTD EXPENDED	10/28/2024			10/31/2024		
				176	NEEDED	DAILY RATE	TO 6/30/2025	AVAILABLE	SURPLUS
11351	51106	PAY-PROF ACCOUNTANT HPD	70,409	0	0	269.77	47,478.87	65,339.87	17,861.00
11381	51102	PAY-ASSISTANT C.P.O.	67,000	0	0	256.70	45,180.08	63,149.43	17,969.35
11451	51125	PAY-ADMINISTRATIVE ASSISTANT	40,029	0	0	153.37	26,993.12	32,491.96	5,498.84



HOLYOKE POLICE DEPARTMENT CORRESPONDENCE

TO: Mayor Joshua Garcia

FROM: Interim Chief Cruz

DATE: 10/15/2024

Mayor Garcia,

The Holyoke Police Department has been awarded the FY 2025 State 911 Department Emergency Medical Dispatch grant program from the Executive Office of Public Safety and Security State 911 Department, in the amount of \$24,500 (no match). This Grant is intended to support the cost associated with resources utilized for 911 requiring emergency medical dispatch.

We are requesting your acceptance as well as the city council's acceptance of this grant. We are also requesting that a new fund be established to efficiently and effectively manage the grant for the year of the grant period and continue with a transparent grant management process.

As always, I thank you for your cooperation and consideration on this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "Isaias Cruz", is written over a horizontal line.

Isaias Cruz
Interim Chief of Police

A handwritten signature in cursive script, appearing to read "Joshua Garcia", is written over a horizontal line.

Joshua Garcia
Mayor, City of Holyoke



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

October 10, 2024

Mayor Joshua Garcia
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

Dear Mayor Garcia:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2025 State 911 Department Emergency Medical Dispatch Grant Program.**

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **October 10, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2025 Emergency Medical Dispatch Grant File

FY 2025 Emergency Medical Dispatch Grant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.masscomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Holyoke (and d/b/a): Holyoke Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 536 Dwight St, Holyoke, MA 01040		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02348	
Contract Manager: Sgt. Joseph Zurhilde	Phone: 413-322-6900	Billing Address (if different):	
E-Mail: 348@holyokepd.org	Fax: 413-322-6910	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC6000192102		E-Mail: 911DeptGrants@mass.gov	Fax: 508-847-1452
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS EMDG	
RFR/Procurement or Other ID Number: FY25 EMDG			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> Enter Amendment Amount: \$ <u> </u> , (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under B15 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>24,500.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 28, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>9/13/24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Joshua Garcia</u> Print Title: <u>Mavor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/01/24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

FY 2025 EMERGENCY MEDICAL DISPATCH GRANT

Name of Eligible Entity / PSAP / RECC

Address

City/Town/Zip

Telephone Number

Fax Number

Website

City of Holyoke Police Dept.

536 Dwight St

Holyoke 01040

413-322-5510

413-322-5515

holyoke.org

RECEIVED
OCT 10 2024

STATE 911 DEPARTMENT

Name & Title of Authorized Signatory

Telephone Number

Email Address

Joshua Garcia, Mayor

413-322-5510

garciaj@holyoke.org

Name & Title Grant Contract Manager

Telephone Number

Email Address

Joseph Zurheide, Sergeant

413-322-6900

348@holyokepd.org

Total Grant Program Funds Requested \$ 24,500.00

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐

APCO

☐

PowerPhone

☐

Priority Dispatch

OR

Utilizing the following Certified EMD Resource: Cataldo Ambulance Service

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐

APCO

☐

PowerPhone

☒

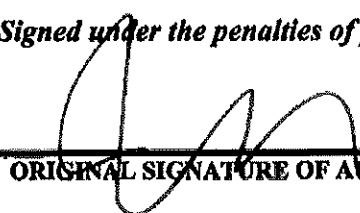
Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 13 day of September, 20 24.


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

**FY 2025 Emergency Medical Dispatch
Grant Budget Worksheet**

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	\$ 24,500.00	Name of CEMDR: Cataldo Ambulance Service (Attached copy of signed contract with CEMDR)
2. Emergency Medical Dispatch Protocol Reference System	\$	EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity). (Attach quote(s) for this category)
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$	For Q/A, PSAPs must provide name of the individual(s), pay rate and number of Q/A review hours you are requesting. Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category. For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.
Total Amount of Grant Funding Requested	\$ 24,500.00	

**Emergency Medical Dispatch Contract
Between
Cataldo Ambulance Service of Massachusetts, Inc.
And
The City of Holyoke ✓**

WHEREAS, the City of Holyoke Police Department (hereinafter referred to as the "Department") operates the Primary Public Safety Answering Point (PSAP), and is responsible for implementation of Emergency Medical Dispatch procedures, (hereinafter referred to as –"EMD") is; pursuant to EMD AND ENHANCED 911 TELECOMMUNICATOR REGULATIONS 560 CMR 5.00; ✓

WHEREAS, Cataldo Ambulance Service of Massachusetts, Inc. (hereinafter referred to as the "Provider"), is a Certified Emergency Medical Resource, and has agreed to act as a Secondary Public Safety Answering Point (SecondaryPSAP) to provide Emergency Medical Dispatch service (EMD) to the residents and visitors to the City of Holyoke; and

The hereunto-referred parties agree as follows:

1. The Holyoke Police Department with the Provider shall create a uniform call handling procedure (transferring and answering) for all medical-related emergency calls, in accord with 560 CMR, Section 5.10, ss (2).
2. The Provider agrees to log all emergency calls into their current Computer Aided Dispatch system (CAD) and to maintain detailed records of all calls received on behalf of the City of Holyoke, copies of such records to be produced upon the request of the Department
3. The Department and Provider shall agree to a telecommunicator protocol for when the transferring telecommunicator remains on the line to monitor and solicit information relative to non-medical aspects of an emergency call.
4. The City of Holyoke agrees to pay an annual reoccurring fee of \$24,500. ✓ Annually pending the approval of the application with the State 911 grant program for EMD reimbursement. July 1, 2024, through June 30, 2025. ✓ Provider agrees to submit an invoice annually on July 1st to the City of Holyoke

5. The Provider shall furnish copies of documentation provided and communication and information exchanged with the State with regard to 560 CMR 5.00, including but not limited to Section 5.06, Quality Assurance of Emergency Medical Dispatch Services program; Section 5.08, Approval as a Certified Emergency Medical Dispatch Resource; Section 5.11 Recordkeeping.
6. No Influence on referrals. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with the parties reasonably believe to be a fair market value for the services provided.
7. The term of this Agreement is for one-year, with two one-year extensions subject to the City's option with 30 days' notice. The Contract shall expire within thirty (30) days after the Provider ceases providing Ambulance Services to the City of Holyoke. ✓
8. Unless otherwise provided herein, It is agreed that Provider will not assign or transfer this Agreement, or any interest in this Agreement, without the prior written consent of the City of Holyoke.
9. It is mutually understood and agreed that this Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, both as to interpretation and performance.
10. The Provider will not discriminate against any client / patient for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin.
11. This Agreement constitutes the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understanding, agreements and documentation relating to the subject hereof.
12. This Agreement may be amended only by written instrument executed by the authorized representatives of both parties.

The City of Holyoke

By: [Signature]
Signature

Joshua A. Gersch
Printed

MAYOR
Title

10 / 02 / 2024
Date

Cataldo Ambulance Service of
Massachusetts, Inc.

By: [Signature]
Signature

Donna Cataldo
Printed

CEO
Title

6 / 25 / 24
Date



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

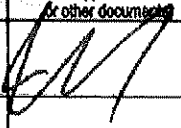
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)

Contractor Legal Name City of Holyoke	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC8000192102
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INSTRUCTIONS: Any Contractor (other than a sole proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Joshua Garcia		Mayor	413-322-6909	garclaj@holyoke.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 9-24-24
Print Name Lisa Ball	Phone Number 413-322-5580
Title City Solicitor	Email Address balll@holyoke.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY FORM

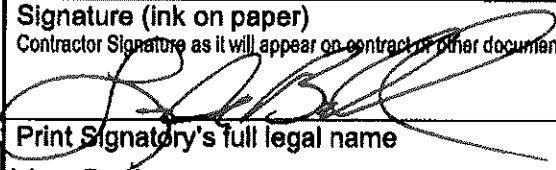
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

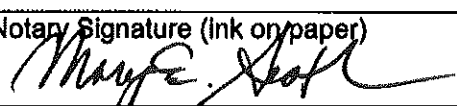
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC
(must match Form W-9 tax classification)

Contractor Legal Name City of Holyoke	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192102
--	---

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Lisa Ball	Title City Solicitor

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Mary E. Gotham	Notary Signature (ink on paper) 
Date 9/24/24	My commission expires on 6/7/30

AFFIX NOTARY SEAL/STAMP



A copy of this document must be attached to the "record copy" of a contract filed with the department.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY FORM

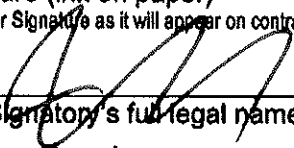
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC
(must match Form W-9 tax classification)

Contractor Legal Name City of Holyoke	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192102
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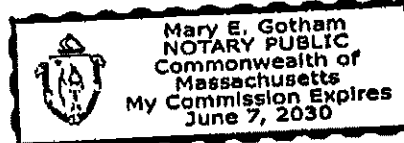
INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

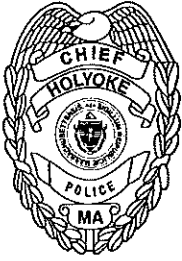
Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Joshua Garcia	Title Mayor of Holyoke

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Mary E. Gotham	Notary Signature (ink on paper) 
Date 9/13/24	My commission expires on 6/7/30

AFFIX NOTARY SEAL/STAMP



A copy of this document must be attached to the "record copy" of a contract filed with the department.



HOLYOKE POLICE DEPARTMENT CORRESPONDENCE

TO: Mayor Joshua Garcia

FROM: Interim Chief Cruz

DATE: 10/15/2024

Mayor Garcia,

The Holyoke Police Department has been awarded the FY 2025 State 911 Department training grant program from the Executive Office of Public Safety and Security State 911 Department, in the amount of \$12,555.20 (no match). This Grant is intended to improve and support our dispatcher's continuing education. The grant will cover the course fees for their 16 hours of continued education and overtime cost associated with completing it outside of their normal working hours.

We are requesting your acceptance as well as the city council's acceptance of this grant. We are also requesting that a new fund be established to efficiently and effectively manage the grant for the year of the grant period and continue with a transparent grant management process.

As always, I thank you for your cooperation and consideration on this matter.

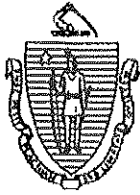
Respectfully,

A handwritten signature in cursive script, appearing to read "Isaias Cruz".

Isaias Cruz
Interim Chief of Police

A handwritten signature in cursive script, appearing to read "Joshua Garcia".

Joshua Garcia
Mayor, City of Holyoke



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

October 10, 2024

Mayor Joshua Garcia
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

Dear Mayor Garcia:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2025 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **October 10, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2025 Training Grant File

FY 2025 TRAINING GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.masscomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Holyoke (and d/b/a): Holyoke Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 636 Dwight St. Holyoke, MA 01040		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02348	
Contract Manager: Sgt. Joseph Zurhede	Phone: 413-322-6900	Billing Address (if different):	
E-Mail: 348@holyokepd.org	Fax: 413-322-6910	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192102		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
RFR/Procurement or Other ID Number: FY25 GRNT			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20__. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>12,555.20</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of _____, 20__, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of _____, 20__, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>9/13/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Yoshua Garcia</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/10/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

All Cert's
✓ 12

{List Personnel in Alphabetical Order by Last Name}

Page 451 of 466

FY 2025 TRAINING GRANT

7/2 7/17 Y
RECEIVED
OCT 7 2024
STATE 911 DEPARTMENT

Name of Eligible Entity / PSAP / RECC

Address

City/Town/Zip

Telephone Number

Fax Number

Website

City of Holyoke Police Dept.

536 Dwight St

Holyoke 01040

413-322-5510

413-322-5515

holyoke.org

Name & Title of Authorized Signatory

Telephone Number

Email Address

Joshua Garcia, Mayor

413-322-5510

garciaj@holyoke.org

Name & Title Grant Contract Manager

Telephone Number

Email Address

Joseph Zurheide, Sergeant

413-322-6900

348@holyokepd.org

Total Grant Program Funds Requested **\$12,555.20**

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ APCO ☐ PowerPhone ☐ Priority Dispatch

OR

Utilizing the following Certified EMD Resource: **Cataldo Ambulance Service**

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

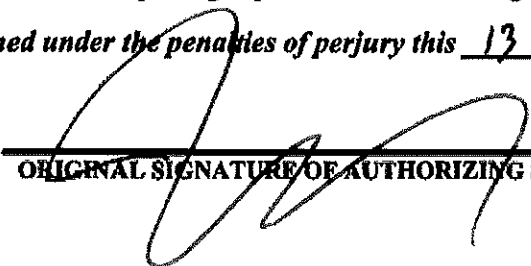
☐ APCO ☐ PowerPhone ☐ Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the Authorization and Certification above and the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 13 **day of** September **, 20** 24 **.**



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

**FY 2025 TRAINING GRANT
BUDGET NARRATIVE**

- A. Fees** – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertification for certified Telecommunicators to include 16 hours of continued education or for those working toward certification. **Add the Total Vendor Fees from the Personnel Costs Worksheet(s) and the total Membership & Conference Fees below to get the total for Category A.**

For Membership fees, list the name and amount for each below.

Membership Fees:

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees: MPI Vendor Fees

Total Category A

\$4,788.00

- B. Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both. **Add the Total Salary column(s) from the {{REQUIRED}} Personnel Costs Worksheet(s) and enter below.**

Total Category B

\$7,767.20

- C. Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and/or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals. In addition, funding not to exceed \$2,500 may be authorized for the purchase of skill and ability software/programs/subscriptions utilized by a PSAP to enhance the skill set of its certified telecommunicators.

Description:

Attach quote for this category

Total Category C

\$

- D. Lodging** – Enter the lodging expenses to include the number of people and number of nights for two (2) or more consecutive days of training (not to include the night prior to the training) and the distance of which is equal to or greater than ninety (90) miles away from where travel originates. **NOTE: Lodging for conferences is not eligible.**

Description:

Total Category D

\$

- E. Mileage** – Funding may be authorized for the payment of mileage when an employee utilizes his/her personal vehicle to attend eligible trainings. Mileage, where applicable, will be verified utilizing a recognized mileage guide such as Google Maps. Eligible mileage will be calculated by determining the round-trip mileage from the PSAP to the training location, rounded to the nearest mile. Other expenses associated with travel, such as tolls and parking, may also be eligible. **If requesting funding under this category, applicant must provide its employment Agreement.**

Description: Show your calculation below for the amount you are requesting or use an additional sheet of paper.

Total Category E

\$



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

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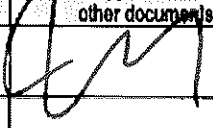
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name City of Holyoke	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000192102
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) **Traditional "wet signature" (ink on paper)**; 2) **Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature**; 3) **Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign**. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Joshua Garcia		Mayor	413-322-5510	garciaj@holyoke.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature 	Date 9-24-24
Print Name Lisa Ball	Phone Number 413-322-5580
Title City Solicitor	Email Address balll@holyoke.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY FORM

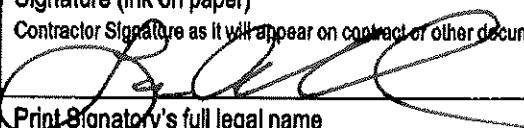
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

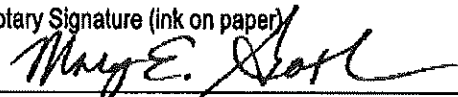
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC
(must match Form W-9 tax classification)

Contractor Legal Name City of Holyoke	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192102
--	---

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Lisa Ball	Title City Solicitor

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Mary E. Gotham	Notary Signature (ink on paper) 
Date 9/24/24	My commission expires on 6/7/30

AFFIX NOTARY SEAL/STAMP



A copy of this document must be attached to the "record copy" of a contract filed with the department.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY FORM

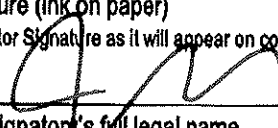
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC
(must match Form W-9 tax classification)

Contractor Legal Name City of Holyok	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000192102
---	---

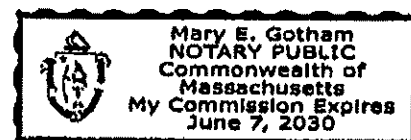
INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary) 	
Print Signatory's full legal name Joshua Garcia	Title Mayor

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Mary E. Gotham	Notary Signature (ink on paper) 
Date 9/13/24	My commission expires on 6/7/30

AFFIX NOTARY SEAL/STAMP



A copy of this document must be attached to the "record copy" of a contract filed with the department.

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM

CONTRACTOR: CITY OF HOLYOKE

CONTRACT ATTACHMENT A – SCOPE OF SERVICES

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the following Attachment shall contain a specific detailed description of all obligations, responsibilities, and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. **ATTACH AS MANY ADDITIONAL PAGES AS NECESSARY.** [See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.]

This contract between the Executive Office of Energy and Environmental Affairs (EEA) and the City of Holyoke represents an agreement for EEA to provide assistance from the Dam and Seawall Repair or Removal Program for the financing of costs incurred with the Design and Permitting for the **City of Holyoke's Levee Control System Improvements - Pump Station Repairs Project**, in keeping with M.G.L. c. 29, §2III and the regulations issued under 301 CMR 15.00.

Project Objective:

The Executive Office of Energy and Environmental Affairs (EEA) will provide financial assistance by means of a grant in the amount of **\$187,500** to the **City of Holyoke**, to complete the necessary design work and filing of permits needed to advance the **City of Holyoke's Levee Control System Improvements - Pump Station Repairs Project**. This scope of work was outlined with the application to the DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM (RFR# ENV 25 DS 01) submitted to the Executive Office of Energy and Environmental Affairs (EEA) dated April 5, 2024.

Background:

The Connecticut River Right Bank - Holyoke Levee System reduces flood damage for an area of land located between the Connecticut River and two existing canals (the "first level canal" and the "second level canal"). The Levee System reduces flood damage to approximately 40 acres of industrial area along the Connecticut River.

This project includes repairs to four (4) pump stations and three (3) gate structures which are part of the Connecticut River Right Bank-Holyoke Levee System in Holyoke, Massachusetts (CT Riv RB - Holyoke, MA). The system is located along the west (right) bank of the Connecticut River in Holyoke, Massachusetts, approximately 85 miles above the mouth of the Connecticut River. It is located within the Connecticut River Watershed.

The System extends from the existing Holyoke Dam on the Connecticut River, southerly to high ground south of Springdale Park. The System includes approximately 16,100 linear feet of concrete floodwalls and 4,600 linear feet of earth embankments (dikes) as well as seven pump stations, forty-four (44) gate structures, and eighteen (18) closure (stop log) structures.

This project includes major repairs and upgrades to four (4) of the Flood Control Pump Stations known as Flood Control Pump Stations 1-4 This project also includes minor upgrades to the

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM
CONTRACTOR: CITY OF HOLYOKE

three (3) remaining active tailrace and head gate structures within the system; Tailrace Gate 6 (Valley), Head Gate and Tailrace Gate 24 (Chemical).

The electrical equipment servicing the system is very old, long since obsolete, highly unreliable, and poses a significant safety hazard to personnel. The equipment at these pump stations is original and 80 to 85 years old, but this type of equipment has a service life of only 30 years and may fail at any time. A failure of such equipment could be catastrophic, and most concerning is that when operating the 2300V equipment, the operators are required to open the equipment and operate it with a pole ("hot stick"). If the equipment fails catastrophically while it is open, it will likely result in severe injury or death.

In addition, each station has a main sluice gate that is either manually operated or electrically operated with a handheld drive. In several instances the electric drive has slipped off the "stops" and has caused injuries to workers. In one of the stations the threaded actuator shaft is bent as well, preventing manual operation. The three (3) remaining active tailrace and intake gates at structure #6 and #24 are becoming increasingly difficult and dangerous to operate. Operation currently requires 2-3 personnel to stand atop the flood structure and operate in unison to properly raise or lower the gates. Additionally, the steel structure that supports the gate actuators and stems shows signs of significant degradation due to exposure and rust.

Project Scope:

The proposed project includes a number of electrical improvements at four (4) Flood Control Pump Stations (#1-4) including modification of the existing electrical distribution systems, replacement of motor control centers, replacement of electric motors and sluice gate actuators, and modifications to provide both primary and backup power sources to each Flood Control Pump Station. The electrical switchgear, instrumentation and equipment that was installed in the 1930s and 1940s has been well operated and maintained but needs to be upgraded. The proposed upgrades will save money, construction time, and will not require disturbing the dam wall, while increasing the reliability and safety of the Levee System. This project also includes upgrades to the equipment and instrumentation at these three (3) tailrace and intake gate locations (structures #6 and #24) to improve the reliability of the Flood Control Pump Stations during emergency situations, protecting downtown Holyoke from flooding.

The Preliminary Design Phase will include consultant review of existing plans and documents, site visits to evaluate current conditions, hazardous materials surveys, development of preliminary layout drawings, and preparation of probable construction cost estimates. The Final Design Phase will include permitting coordination as necessary based on Preliminary Design and result in the production of final cost estimate, Final Design Drawings and a Project Manual which can be used to secure funding for construction of the improvements.

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM
CONTRACTOR: CITY OF HOLYOKE

Estimated Schedule and Costs:

City of Holyoke's Levee Control System Improvements – Pump Station Repairs Project		
Task	Revised Anticipated Completion Date	Cost
Preliminary Design		\$75,000
Commencement of Contract w/EEA	1/1/2025	
Award Contract to Consultant	1/15/2025	
Submit Quarterly Report	2/28/2025	
Complete Preliminary Design	6/15/2025	
Submit Quarterly Report	7/30/2025	
City Review of Preliminary Design	8/1/2025	
Submit Quarterly Report	NA	
Final Design and Permitting		\$175,000
Submit Quarterly Report	10/30/2025	
Complete 90% Design Documents	12/1/2025	
Submit Quarterly Report	1/30/2026	
US ACE Coordination	2/1/2026	
Submit Quarterly Report	4/30/2026	
Complete Final Design	6/1/2026	
Submit Final Report	6/30/2026	
Total project cost		\$250,000
Grant requested amount (75%)		\$187,500
City match (25%)		\$62,500

Other Requirements:

- The EEA project manager is to be invited to participate in any project related site visit or periodic inspection conducted by any entity issuing a permit under which the project will be conducted.
- Provide EEA with documentation for all local community funding sources used to implement the project, prior to and subsequent to the execution of this contract.
- Provide EEA with documentation for all expenses charged against the EEA funds provided. This includes contractor invoices for materials, equipment, and labor as well as any consultant charges for project oversight and local community personnel charges for project oversight.
- Reports on progress, including financial information and all information regarding progress in completing the project Tasks must be provided on a quarterly basis on or before the following dates: January 1, 2025, April 1, 2025, July 1, 2025 and every three months thereafter until the project is completed.
- A final report, including copies of permits obtained and designs created.
- All reimbursement requests for the fiscal year must be made by July 31 of each contract year
- Final reimbursement billing for all project expenses must be received by July 31, 2026
- Materials derived from this contract distributed to the public, whether funded wholly or in part, whether printed or distributed in digital form, must carry the EEA logo and the

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM

CONTRACTOR: CITY OF HOLYOKE

following acknowledgement: "This project is funded by the Executive Office of Energy and Environmental Affairs". A copy of the EEA logo is available through the internet at our website (<http://www.mass.gov/eea>) or by contacting the Dam and Seawall Program Administrator.

All materials for EEA are to be delivered to:

**Executive Office of Energy and Environmental Affairs
ATTN: Dam and Seawall Fund Program Administrator
100 Cambridge Street – Suite 900
Boston, MA 02114**

DAM AND SEAWALL REPAIR OR REMOVAL PROGRAM

CONTRACTOR: CITY OF HOLYOKE

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or Invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
State FY2025				\$50,000
State FY2026				\$137,500

MAXIMUM OBLIGATION	\$187,500
---------------------------	------------------

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

AWARD PAYMENT SCHEDULE

Funds	Payment Method	Time of Payment	Funds Paid To:
Grant \$187,500	Reimbursement	Upon receipt of invoice(s) by contractor, with documentation of all approved expenditures attached. Funds may be withheld if periodic progress reports are not up to date.	<u>City of Holyoke</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Holyoke (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: ENV MMARS Department Code: Executive Office of Energy & Environmental Affairs	
Legal Address: (W-9, W-4): 536 Dwight Street, Holyoke, MA 01040		Business Mailing Address: 100 Cambridge St, Ste 900, Boston, MA 02114	
Contract Manager: Carl Rossi, DPW Director	Phone: (413) 322-5605	Billing Address (if different):	
E-Mail: rosslc@holyoke.org	Fax:	Contract Manager: William Hinkley	Phone: 617-780-4771
Contractor Vendor Code: VC		E-Mail: william.hinkley@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 25 DS 01	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20____, Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>187,500</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from Invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Design and permitting for Holyoke Levee Control System Improvements - Pump Station Repairs Project			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of ____, 20____, a date LATER than the Effective Date below and no obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of ____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>10/24/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Joshua A. Gordon</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



City of Holyoke,
Massachusetts

Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Fwd: EEA Levee Grant Contract

Hinkley, William (EEA) <william.hinkley@mass.gov>

Wed, Oct 23, 2024 at 2:56 PM

To: Carl Rossi <rossic@holyoke.org>

Cc: Tanya Wdowiak <wdowiakt@holyoke.org>, Joshua Garcia <garciadj@holyoke.org>

Good afternoon:

Yes, in-kind support is acceptable as match.

From: Carl Rossi <rossic@holyoke.org>

Sent: Wednesday, October 23, 2024 12:29 PM

To: Hinkley, William (EEA) <william.hinkley@mass.gov>

Cc: Tanya Wdowiak <wdowiakt@holyoke.org>; Joshua Garcia <garciadj@holyoke.org>

Subject: Fwd: EEA Levee Grant Contract

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hinkley,

Can you please confirm that in kind services are acceptable as a match also?

Thank you,

Carl Rossi

----- Forwarded message -----

From: **Tanya Wdowiak** <wdowiakt@holyoke.org>

Date: Wed, Oct 23, 2024 at 12:03 PM

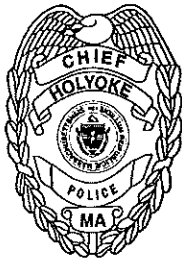
Subject: Re: EEA Levee Grant Contract

To: Carl Rossi <rossic@holyoke.org>

Cc: Joshua Garcia <garciadj@holyoke.org>, Victoria Houle <houlev@holyoke.org>, Miira Gates <gatesm@holyoke.org>

Received, thank you Carl. This documentation says the city has a 25% match but it does not say "in kind" (meaning salaries and/or other charges to the general fund). Can I please get some formal documentation regarding the in kind match? Otherwise we will have to have a transfer to accompany the grant for the 25%.

Mayor,



HOLYOKE POLICE DEPARTMENT CORRESPONDENCE

TO: Mayor Joshua Garcia

FROM: Interim Chief Cruz

DATE: 09/11/2024

Mayor Garcia,

The Holyoke Police Department has been awarded the FY 2025 Municipal Road Safety Program Grant from the Executive Office of Public Safety through the support of the National Highway Traffic Safety Administration, in the amount of 39,600. This Grant is intended to improve and support proactive traffic enforcement throughout the city.

We are requesting your acceptance as well as the city council's acceptance of this grant. We are also requesting that a new fund be established to efficiently and effectively manage the grant for the year of the grant period and continue with a transparent grant management process.

As always, I thank you for your cooperation and consideration on this matter.

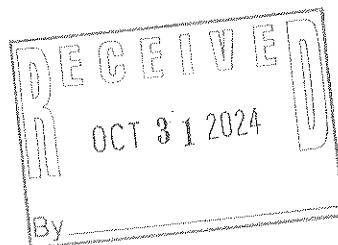
Respectfully,

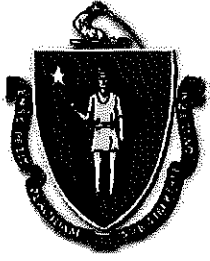
A handwritten signature in cursive script, reading "Isaias Cruz", is written over a horizontal line.

Isaias Cruz
Interim Chief of Police

A handwritten signature in cursive script, reading "Joshua Garcia", is written over a horizontal line.

Joshua Garcia
Mayor, City of Holyoke





The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research

35 Braintree Hill Office Park

Braintree, MA 02184

Tel: (617) 725-3301

Fax: (617) 725-0260

MAURA T. HEALEY
Governor

TERRENCE M. REIDY
Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

KEVIN STANTON
Executive Director

September 24th, 2024

David Pratt
Chief of Police
Holyoke Police Department
138 Appleton Street
Holyoke, MA 01040

Dear Chief Pratt,

I am pleased to inform you that the **Holyoke Police Department** has been awarded **\$39,600.00** for its ***Municipal Road Safety Program***. The funding for this project was made possible by the National Highway Traffic Safety Administration.

All the necessary documents, including the Standard Contract Form, are enclosed. Please note your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date the contract is fully executed by OGR will not be eligible for reimbursement.

If you or your staff have any questions, please feel free to contact Taylor Keown, Program Coordinator, at Taylor.Keown@mass.gov or 781-535-0065.

Congratulations on your award and we look forward to working with your department to improve traffic safety in Massachusetts.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Stanton', written over a horizontal line.

Kevin J. Stanton
Executive Director
Enclosure

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/osd-forms>.

CONTRACTOR LEGAL NAME: Town/City of Holyoke Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security, Office of Grants & Research MMARS Department Code: EPS	
Legal Address: (W-6, W-4): 536 DWIGHT ST, HOLYOKE, MA 01040-6019		Business Mailing Address: 35 Braintree Hill Office Park, Suite 302 Braintree, MA 02184	
Contract Manager: Joseph Zurhede	Phone: (413) 322-6900	Billing Address (if different):	
E-Mail: 344@holyokepd.org	Fax:	Contract Manager: Denise Brown	Phone: 781-535-0060
Contractor Vendor Code: VC6000192102		E-Mail: Denise.M.Brown@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD601"): AD601 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2026MRSPHOLYOKEXXXX	
		RFR/Procurement or Other ID Number: BD-24-1044-EPS11-10440-103789	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - §16 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____ 20____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions For Human and Social Services</u> ☐ <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): \$ <u>\$39,600.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY2025-Municipal Road Safety Program PT-25-05-75 F402BJL/80000402-- \$39,600.00 Assistance Listing# 20.600			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☒ 2. may be incurred as of <u>11/1, 2024</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____ 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>8/15, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in §1 CMR 21.07, incorporated herein, provided that any amended RFR or Response will result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: Date: <u>09/25/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Joshua Garcia</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: Date: <u>10/25/24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director, Office of Grants & Research</u>	