

**TOWN OF HOPKINTON**  
**DEPARTMENT OF PUBLIC WORKS**  
**83 Wood Street**  
**P.O. Box 209**  
**Hopkinton, Massachusetts 01748**  
**508-497-9740**  
**Fax 508-497-9761**

JUNE 2025

**INVITATION FOR BIDS**

**HAYDEN ROWE STREET IMPROVEMENTS**

Last Modified: 06/11/2025 at 10:42AM EDT

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**PROJECT:**

Town of Hopkinton Elementary School Building Committee  
Hayden Rowe Street Improvements  
Project No.

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TOWN OF HOPKINTON

Elementary School Building Committee  
Susan Rothermich, Director of Finance and Operations  
Hopkinton Public Schools  
89 Hayden Rowe Street  
Hopkinton, MA 01748

ADVERTISEMENT – INVITATION TO BID

The Town of Hopkinton Elementary School Building Committee is seeking bids from qualified Contractors for construction of Hayden Rowe Street Improvements.

MassDOT prequalification of contractors with the class of work as, Highway Construction, for the project with an estimated value of \$1,030,260.00 will be required. Bids will be submitted electronically via BidDocs (<https://biddocs.com/>) until 10:00 AM, Thursday, July 10, 2025, and at that time will be opened and reviewed. No bidder may withdraw their bid for a period of sixty (60) days after the date of bid opening.

Specifications and bid forms will be available Wednesday June 11, 2025 via the solicitation posting on the project's BidDocs website (<https://biddocs.com/>). It is the responsibility of the bidder to check the Town's website frequently for addenda.

Questions regarding this contract shall be submitted in writing to Vertex ([ckennedy@vertexeng.com](mailto:ckennedy@vertexeng.com)) and VHB ([grussell@vhb.com](mailto:grussell@vhb.com)). Questions shall be submitted by Monday, June 23, 2025 at 5 PM to be considered. An optional pre-bid meeting for this project will be conducted Wednesday, June 18, 2025 at 10:00 am at 147 Hayden Rowe Street.

Attention of the bidder is called to the requirements of the minimum wage rates (prevailing wage) to be paid where applicable, as well as all compliance with OSHA requirements and Labour Harmony certification.

Bids shall be awarded to the lowest responsible and responsive bidder. The Town of Hopkinton shall have the authority to reject any or all bids, in whole or in part, to limit the extent of the work to keep within the limits of available funds, and accept the bid deemed to be in the best interest of the Town of Hopkinton. The Town of Hopkinton is an equal opportunity/affirmative action employer.

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Section 00 11 13  
**ADVERTISEMENT TO BID**  
MGL c.30 §39M Over \$50K

The **TOWN OF HOPKINTON ELEMENTARY SCHOOL BUILDING COMMITTEE**, the Awarding Authority, invites sealed bids from Contractors for the Hayden Rowe Street Improvements at in Hopkinton, Massachusetts, in accordance with the documents prepared by **VHB**.

The Project consists of but not limited to:  
The Town of Hopkinton Elementary School Building Committee is seeking bids from qualified Contractors for construction of Hayden Rowe Street Improvements.

Questions regarding this contract shall be submitted in writing to Vertex (ckenney@vertexeng.com) and VHB (grussell@vhb.com). Questions shall be submitted by Monday, June 23, 2025 at 5 PM to be considered.

The work is estimated to cost **\$1,030,260.00**.

Bids are subject to M.G.L. c.30§39M and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

**THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED.** Please review the instructions in the bid documents on how to register as an electronic bidder. All Bids shall be submitted online at [www.biddocs.com](http://www.biddocs.com) and received no later than the date and time specified.

General Bids will be received until **10 July 2025 at 10:00AM EDT** and publicly opened online, forthwith.

General bids and sub-bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (including all alternates), and made payable to the **TOWN OF HOPKINTON ELEMENTARY SCHOOL BUILDING COMMITTEE**. Note: A bid deposit is not required for Projects advertised under \$50,000.

Bid Forms and Contract Documents will be available for review at [www.biddocs.com](http://www.biddocs.com) (may be viewed and downloaded electronically at no cost).

PRE-BID CONFERENCE / SITE VISIT: Scheduled  
Date and Time: 06/18/2025 at 10:00AM EDT  
Address: 147 Hayden Rowe Street, Hopkinton, MA 01748  
Instructions: Questions regarding this contract shall be submitted in writing to Vertex (ckenney@vertexeng.com) and VHB (grussell@vhb.com). Questions shall be submitted by Monday, June 23, 2025 at 5 PM to be considered.

The hard copy Contract Documents may be seen at:

Nashoba Blue Inc.  
433 Main Street  
Hudson, MA 01749  
978-568-1167

END OF SECTION

Section 00 21 13  
INSTRUCTIONS TO BIDDERS  
MGL c.30 §39M Over \$50K

**THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at [biddocs.com](https://biddocs.com) .**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1** Each General Bidder or Sub-bidder (hereinafter called the "**Bidder**") by making a bid or sub-bid (hereinafter 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 must be performed.
- 1.2** Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUESTS FOR INTERPRETATION**

- 2.1** Bidders shall promptly notify the contact specified in the Advertisement via written request for information (RFI) of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2** Bidders requiring clarification or interpretation of the Contract Documents shall make a written request for information (RFI) as specified in the Advertisement. The Awarding Authority may answer such requests if received before the bid date and/or within the time specified in the Advertisement. The Awarding Authority has no obligation to respond to the written requests.
- 2.3** Interpretation, correction, or change in the Contract Documents will be made by written Addendum which will become part of the Contract Documents. Neither the Awarding Authority nor the Prime Designer will be held accountable for any oral interpretations, corrections, or changes.
- 2.4** Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file or at [biddocs.com](https://biddocs.com). **Hard copies of the addenda will not be forwarded to the plan holders. The bidder is solely responsible for reviewing all addenda posted on the project website.**

## ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

### 3.1 Forms and Bid Preparation

Bids shall be submitted electronically on the "**Form for General Bid**" at [biddocs.com](https://biddocs.com), as appropriate and available at no cost.

The forms enclosed in the Project Manual shall not be extracted or used.

- .1 All bidders must create a User Profile account at [biddocs.com](https://biddocs.com), at no cost, to complete and submit a bid. The Awarding Authority, the Prime Designer or BidDocs ONLINE Inc. will not be held accountable if the bidder fails to create a User Profile in a timely manner.
- .2 All entries on the bid form shall be made online. Any documents that are attached to the bid must be in a pdf format.
- .3 Sums shall be expressed in both words and figures in the space indicated on the bid form. The electronic bid forms automatically match the "word" amount to the numeric "figure" amount entered.

### 3.1 Bid Deposits shall be:

- .1 at least five percent (5%) of the greatest possible bid amount, considering all alternates (except for projects bid under MGL c. 149 or MGL c. 3039M under \$50,000);
- .2 made payable to the **Awarding Authority**.
- .3 conditioned upon faithful performance by the principal of the agreements contained in the bid, and
- .4 in the form of:
  - .1 cash,
  - .2 certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or
  - .3 bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.

Note: Both the "bid bond" or "check" bid deposits are to be scanned and uploaded to the system as a pdf file. **IMPORTANT NOTICE:** If the bidder elects to make a bid deposit in the form of "cash" or "check", the Bidder must have the cash or check physically delivered to the Awarding Authority prior to the date and time of the bid opening.

- .5 retained until the execution and delivery of the Awarding Authority / Contractor Agreement if they represent the bid deposit of one of the three (3) lowest responsible and eligible General Bidders or one of the three (3) lowest Sub-bidders in a filed sub-bid trade, or a sub-bidder listed by one of the three (3) lowest General Bidders.

### 3.3 Electronic Submission of General Bids

General Bids, including the bid deposit (if applicable), and required miscellaneous forms noted in the bid documents shall be submitted electronically online at

[biddocs.com](https://biddocs.com) . No hard copy bids will be accepted.

The Bidder will receive an email and/or system notification confirming submission of the bid. Click on the email link to review and print the submitted bid documents. Keep the email as a **receipt** that the bid was submitted. **Note:** The Bidder may modify the bid at any time prior to the bid date and time advertised. The Bidder will receive a new email each time the Bidder re-submits the bid.

- .1 Date and time for receipt of bids is set forth in the Advertisement.
- .2 Timely submission of a bid online shall be the full responsibility of the Bidder.  
Note: The project countdown clock on the website is the official clock that will determine when the bids are due.

### 3.4 Addenda

All modifications to the bid documents will be issued via an addendum. All registered plan holders will be electronically notified when addenda are issued. **Hard copies of the addenda will not be forwarded to the plan holders.** The Bidder is solely responsible for reviewing all addenda posted on the project website. The Bidder must acknowledge all addenda have been reviewed by selecting “yes” or “no” as part of the ebidding process. If the Bidder selects “no”, the Bidder will automatically be directed to the Addenda icon on the project page.

## ARTICLE 4 - ALTERNATES

- 4.1 Each General Bidder shall acknowledge Alternates in Section C on the Form for General Bid by entering the dollar amount of addition or subtraction necessitated by each Alternate.
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by entering **"0" (numeric figure)** in the “Add” space provided for that Alternate.
- 4.3 General Bidders shall enter on the Form for General Bid a single amount for each Alternate.
- 4.4 The low Bidder will be determined based on the sum of the base bid and the accepted alternates.
- 4.5 Alternates will be considered in numerical sequence as required by Chapter 149, Section 44G of the Massachusetts General Laws.

## ARTICLE 5 - WITHDRAWAL OF BIDS

### 5.1 Before Opening of Bids

Any bid may be withdrawn (retracted) prior to the time designated for receipt of bids upon clicking the tab to "Retract Bid". The Bidder and the Awarding Authority will receive an email confirming that the bidder retracted the bid. Withdrawn bids may be modified and resubmitted up to the time designated for the receipt of bids.

## **5.2 After Opening of Bids**

Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 6.1, and upon demonstrating, to the satisfaction of the – Awarding Authority, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

- 5.3** In the event of a general bid withdrawal after opening of bids, the Awarding Authority shall consider the bid from the next lowest eligible and responsible bidder.

## **ARTICLE 6 - CONTRACT AWARD**

- 6.1** **Award** means both the determination and selection of the lowest, responsible, and eligible bidder, by the Awarding Authority.
- 6.2** The Awarding Authority will award the contract to the lowest responsible and eligible bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids in accordance with M.G.L. c.149 §44A.
- 6.3** The Contract will be awarded to the lowest responsible and eligible Bidder, except in the event of substitution as provided under M.G.L. c.149 §§44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.
- 6.4** The award of this Contract is subject to the approval of the Awarding Authority. Contracts without approval shall not be considered valid.
- 6.5** The Awarding Authority reserves the right to waive any informalities in or to reject any or all Bids if it is in the public interest to do so.
- 6.6** As used herein, the term "lowest responsible and eligible bidder" shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.149 §44A-J and is not debarred from bidding under M.G.L. c.149 §44C; and who shall certify 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.

## ARTICLE 7 - FORMS REQUIRED FOR CONTRACT APPROVAL

- 7.1** Upon Award, the General Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected General Bidder by the Awarding Authority.
- 7.2** **Awarding Authority / Contractor Agreement and Form of Corporate Vote.**
- 7.3** **Form of Contractor's Equal Employment Certification** in accordance with the General Conditions.
- .1 Form of Sub-Contractor's Equal Employment Certification**
- 7.4** **Form of Performance Bond and Form of Payment Bond** must be submitted by the General Contractor on the Awarding Authority's form, in accordance with the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond. The minimal performance and payment bonds are as follows.
- | BOND        | MGL c. 149     |                 | MGL c. 3039M   |            |
|-------------|----------------|-----------------|----------------|------------|
|             | \$25K to \$50K | \$50K to \$150K | \$25K to \$50K | Over \$50K |
| Performance | None           | None            | None           | None       |
| Payment     | 50%            | 50%             | 50%            | 50%        |
- 7.5** **Insurance Certificates** for the General Contractor is required and must be submitted in accordance with the General Conditions. General Contractors must indicate on Builder's Risk insurance or installation floater if stored materials are covered.
- 7.6** **Statement of Management on Internal Accounting Controls and a Statement prepared by a CPA** expressing an opinion to the state of Management Controls, as required by M.G.L. c.30 §39R. This applies to the General Contractor only.

## ARTICLE 8 - CONTRACT VALIDATION

- 8.1** The Awarding Authority -Contractor Agreement shall not be valid until signed by the Authorized Signatory of the Awarding Authority.
- 8.2** The Notice to Proceed for construction shall not be issued until the Awarding Authority/Contractor Agreement has been validated by the Authorized Signatory of the Awarding Authority.
- 8.3** Incomplete or unacceptable submissions of forms required by paragraphs 7.2 - 7.6 will delay the validation of the Awarding Authority/Contractor Agreement by the Awarding Authority.

END OF SECTION

Section 00 41 00  
FORM FOR GENERAL BID  
MGL c.30 §39M Over \$50K

**TO THE AWARDING AUTHORITY:** Town of Hopkinton Elementary School Building Committee

**A.** The Undersigned proposes to furnish all labor and materials required for **Hayden Rowe Street Improvements** at in Hopkinton, Massachusetts, in accordance with the accompanying plans and specifications prepared by **VHB** for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

**B.** This bid includes addenda numbered: \_\_\_\_\_

**C. The proposed contract price is:**

|                            |           |              |                              |
|----------------------------|-----------|--------------|------------------------------|
|                            | dollars   | \$           |                              |
| <b>Bid Amount in Words</b> |           |              | <b>Bid Amount in Numbers</b> |
| For alternate              | No. _____ | Add \$ _____ | Subtract \$ _____            |
|                            | No. _____ | Add \$ _____ | Subtract \$ _____            |
|                            | No. _____ | Add \$ _____ | Subtract \$ _____            |
|                            | No. _____ | Add \$ _____ | Subtract \$ _____            |
|                            | No. _____ | Add \$ _____ | Subtract \$ _____            |

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

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

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

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE AND TITLE OF PERSON SIGNING BID**

\_\_\_\_\_  
**BUSINESS ADDRESS**  
\_\_\_\_\_

Date: \_\_\_\_\_

**ELECTRONIC BID - HARD COPY SUBMISSION WILL NOT BE ACCEPTED**

**BID BOND****CONTRACTOR:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SURETY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AWARDING AUTHORITY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**BOND AMOUNT:** \_\_\_\_\_**PROJECT:** \_\_\_\_\_

The Contractor and Surety are bound to the Awarding Authority in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Awarding Authority accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Awarding Authority and Contractor, and the Contractor either (1) enters into a contract with the Awarding Authority in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise, acceptable to the Awarding Authority, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Awarding Authority may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Awarding Authority and Contractor to extend the time in which the Awarding Authority may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Awarding Authority and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory and not as a common law bond.

**IN THE WITNESS WHEREOF,**

the Principal and Surety signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Contractor as Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Surety) (Seal)

\_\_\_\_\_  
(Title)

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## SIMILAR PROJECTS - REFERENCE FORM

The bidder must provide five (5) similar projects performed & completed within the past five (5) years.

### Similar Project 1

|                                              |                                      |
|----------------------------------------------|--------------------------------------|
| Project Address: _____                       |                                      |
| Start Date: _____                            | End Date: _____                      |
| Current Cost: _____                          | Original Cost: _____                 |
| Cost Change Explanation: _____               |                                      |
| Project Description: _____<br>_____<br>_____ |                                      |
| Awarding Authority Reference Contact         | Prime Designer Reference Contact     |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |
| Project Manager Reference Contact            | General Contractor Reference Contact |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |

### Similar Project 2

|                                              |                                      |
|----------------------------------------------|--------------------------------------|
| Project Address: _____                       |                                      |
| Start Date: _____                            | End Date: _____                      |
| Current Cost: _____                          | Original Cost: _____                 |
| Cost Change Explanation: _____               |                                      |
| Project Description: _____<br>_____<br>_____ |                                      |
| Awarding Authority Reference Contact         | Prime Designer Reference Contact     |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |
| Project Manager Reference Contact            | General Contractor Reference Contact |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |

**SIMILAR PROJECTS - REFERENCE FORM**

| Similar Project 3                            |                                      |
|----------------------------------------------|--------------------------------------|
| Project Address: _____                       |                                      |
| Start Date: _____                            | End Date: _____                      |
| Current Cost: _____                          | Original Cost: _____                 |
| Cost Change Explanation: _____               |                                      |
| Project Description: _____<br>_____<br>_____ |                                      |
| Awarding Authority Reference Contact         | Prime Designer Reference Contact     |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |
| Project Manager Reference Contact            | General Contractor Reference Contact |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |

| Similar Project 4                            |                                      |
|----------------------------------------------|--------------------------------------|
| Project Address: _____                       |                                      |
| Start Date: _____                            | End Date: _____                      |
| Current Cost: _____                          | Original Cost: _____                 |
| Cost Change Explanation: _____               |                                      |
| Project Description: _____<br>_____<br>_____ |                                      |
| Awarding Authority Reference Contact         | Prime Designer Reference Contact     |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |
| Project Manager Reference Contact            | General Contractor Reference Contact |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |

**SIMILAR PROJECTS - REFERENCE FORM**

| Similar Project 5                            |                                      |
|----------------------------------------------|--------------------------------------|
| Project Address: _____                       |                                      |
| Start Date: _____                            | End Date: _____                      |
| Current Cost: _____                          | Original Cost: _____                 |
| Cost Change Explanation: _____               |                                      |
| Project Description: _____<br>_____<br>_____ |                                      |
| Awarding Authority Reference Contact         | Prime Designer Reference Contact     |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |
| Project Manager Reference Contact            | General Contractor Reference Contact |
| _____<br>_____<br>_____<br>_____             | _____<br>_____<br>_____<br>_____     |

**COMPLETE THIS FORM ONLINE**

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**CERTIFICATE OF NON-COLLUSION**  
**(This form MUST be submitted with Bid)**

The undersigned hereby 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 work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF CORPORATE BIDDER**  
**(This form MUST be submitted with Bid)**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
\_\_\_\_\_ of the Corporation named as Bidder, Proposer, or Respondent in the within Bid or Proposal Form  
that \_\_\_\_\_ who signed said Bid or Proposal Form on behalf of the Bidder,  
Proposer, or Respondent was then \_\_\_\_\_ of said  
Corporation; that I know his signature hereto and that said Bid or Proposal Form was duly signed, sealed,  
and executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This Certificate must be completed where the Bidder, Proposer, or Respondent is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Bid or Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

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**STATE TAX CERTIFICATION FORM**  
**(This form MUST be submitted with Bid)**

All providers of goods or services to any agency of the Commonwealth of Massachusetts or of any subdivisions shall be required to attest that he/she is in compliance with all the laws of the Commonwealth of Massachusetts. The form of attestation shall also provide space for the provider to furnish his/her:

1. Social Security Number or;
2. Federal Identification Number

It should be noted that submission of a Social Security Number or Federal Identification Number is purely voluntary.

The attestation shall be in the following form:

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Signature of person submitting bid or proposal

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Name of Business

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**OSHA TRAINING COMPLIANCE STATEMENT**  
**(This form MUST be submitted with Bid)**

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

(1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

(2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

(3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

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Date

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Print Name & Title of Signatory

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Name of Contractor

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## **Wage Rates Pending**

**They will be provided via Addenda  
as soon as they are received.**

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**TOWN OF HOPKINTON  
AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_th day of \_\_\_\_\_ by and between the party of the first part, the Town of Hopkinton, Massachusetts hereinafter called "OWNER" or "AWARDING AUTHORITY", acting herein through its Select Board, and the party of the second part, \_\_\_\_\_, doing business as a corporation located in \_\_\_\_\_ the CITY/TOWN of \_\_\_\_\_, State of Massachusetts, hereinafter called the "CONTRACTOR"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**PROJECT NAME HERE**

hereinafter called the "PROJECT" for the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The Contract Sum includes incorporation into the Contract of Alternate(s) 0 \_\_\_\_\_ as described in Section \_\_\_\_\_, ALTERNATES of the Specifications and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Document 00310, FORM FOR GENERAL BID; Document 00800, GENERAL CONDITIONS and all the BUILDING REQUIREMENTS, CONTRACT REQUIREMENTS and GENERAL REQUIREMENTS, as listed in the PROJECT MANUAL the plans, which include all maps, plates, blue prints [Document No. and names of documents here], and the specifications and Contract Documents as prepared by the OWNER all of which are attached hereto and incorporated by reference herein in their entirety.

The undersigned CONTRACTOR agrees to commence work on the Contract on or before the \_\_\_\_\_ (\_\_\_\_th) day following the Notice of Award and to thereafter diligently and continuously carry out the work in such manner as to fully complete all the different elements of the work within \_\_\_\_\_ (\_\_\_\_) days thereafter.

The CONTRACTOR further agrees to pay as liquidated damages the sum of \_\_\_\_\_ \$ \_\_\_\_\_ .00 Dollars for each calendar day thereafter as provided in the Liquidated Damages paragraph of Document GENERAL CONDITIONS (and all Addenda) attached hereto, and incorporated by reference herein in its entirety.

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

Pursuant to M.G.L. c. 62(c), §49 (a), the individual signing this Agreement 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 Agreement 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, § 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 Government.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Document 00800, GENERAL CONDITIONS, and to make payments on account thereof as provided therein.

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

AGREED: OWNER: TOWN OF HOPKINTON  
MASSACHUSETTS by  
TOWN MANAGER

By:

CONTRACTOR: \_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Name)

---

(Title)

---

(Address)

(City and State)

In accordance with M.G.L. c. 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the Town Manager has been authorized to execute the Contract and approve all requisitions and change orders.

By: \_\_\_\_\_  
TOWN ACCOUNTANT

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## DOCUMENT 00800

### GENERAL CONDITIONS

#### 1.0 GENERAL PROVISIONS

##### 1.1 Definitions.

1.1.1 Awarding Authority. Where the term “Awarding Authority” appears in any statutory provision, it shall mean “the Owner.”

1.1.2 Contracting Officer. The term “Contracting Officer” shall mean the town official so designated below, or the individual duly appointed by him for the performance of any of his functions or responsibilities under this Contract. The Work shall be carried out under the direction and subject to the approval and acceptance of the **Town of Hopkinton Select Board**, (hereinafter called the Contracting Officer).

1.2 Scope of the Work. The Work comprises the completed project described in the Contract Documents and includes all labor, professional services, transportation, tools, materials, supplies, equipment, permits, approvals, documents, calculations, submittals, and certificates necessary to develop, perform, construct and complete the project in accordance with all applicable laws, ordinances, and regulations, and in accordance with the Contract Documents.

1.3 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 part of the Work to be performed by the Contractor.

1.4 Written Authorization. Actions taken, and approvals and decisions made by the Owner under this Contract require the prior approval and signature of the Contracting Officer. These include, but are not limited to, the following: changes in the Contract Price, time for completion, or any other provision of this Contract; written orders, notices, and approvals given by the Contracting Officer pursuant to the Contract Documents or pursuant to any laws applicable to this Contract, including approval of “or equal” submissions; issuance of stop work orders; approval of Contractor’s applications for payment; and termination of the Contract. Work undertaken by the Contractor not authorized by the Contracting

Officer's signature prior to the start of such work shall be considered unauthorized work and shall not entitle the Contractor to any extra payment. The Contractor shall perform, at its own expense, corrective measures required by the Owner due to any failure to obtain prior approval for any item of work.

- 1.5 Contractor's General Duties.** The Contractor shall perform the Work in a competent manner in accordance with the Contract Documents and all applicable laws. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and coordination of all portions of the Work under this Contract. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents. 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 legal requirements, the Contractor shall promptly notify the Owner of that fact in writing. If the Contractor performs Work knowing it to be contrary to legal requirements, the Contractor shall be liable for all damages caused thereby, including the cost of correcting the Work.
- 1.6 Sales Tax Exemption and Other Taxes.** To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. The Contractor shall pay all taxes and tariffs of any sort related to the Work, subject to the applicable exemptions.
- 1.7 Permits, Fees and Notices.** The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Owner. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work.
- 1.7 Safety Requirements.** The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work.
- 1.8 Minimum Wage Rates.** The Contractor shall comply with M.G.L. c. 149, §§ 26- 27H. The wage schedule found in Exhibit D to the Instructions to Bidders lists the minimum wage rates that must be paid to all workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L c.149, §§ 26-27H. The Owner is not responsible for any errors, omissions, or misprints in the said schedule. The Contractor shall not have any claim for extra compensation from the Owner arising from the fact that the actual wages paid to workers employed in the Work exceed the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of the schedule to be posted 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, § 34B).

- 1.9 **Corporate Disclosures.** The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, §§ 3 and 5, and M.G.L. c. 30, § 39L.
- 1.10 **Safety Requirements; OSHA Training [M.G.L. c. 30, s. 39S].** The Contractor shall comply and shall cause all subcontractors and persons employed on the Work to comply with all applicable safety requirements. By executing this contract the Contractor hereby certifies 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 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. 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.
- 1.11 **Payroll Records and Statement of Compliance.** The Contractor shall comply and shall cause its subcontractors to comply with Massachusetts General Law c. 149, § 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of six 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 Owner. 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 Owner.
- 1.12 **Workforce Qualifications.** The Contractor shall: (i) employ competent workers; (ii) enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work; (iii) not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Contracting Officer shall notify the Contractor in writing that any worker is, in the Contracting Officer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Work except with the consent of the Contracting Officer.
- 1.13 **Non-Discrimination in Hiring and Employment.** By signing this Contract the Contractor hereby certifies under the pains and penalties of perjury that the Contractor currently complies with and will continue to comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment

discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

- 1.14 Veterans Preference.** In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c. 4, § 7 (34), and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.
- 1.15 Weekly or Biweekly wage payments [M.G.L. c. 149, § 148].** The Contractor shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, § 148, which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.
- 1.16 Labor Harmony [M.G.L. c. 30, s. 39S].** By executing this contract the Contractor hereby certifies that (1) that Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work. 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 site. 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 Owner's reasonable judgment due to a labor dispute, the Owner shall have the right to require the Contractor to employ substitutes acceptable to the Owner.
- 1.17 Risk of Loss.** The Contractor shall bear the risk of loss with respect to any of its or its agents', employees' or subcontractors' vehicles, equipment or tools brought onto or left at the worksite and for any materials stored at the worksite.
- 1.18 CORI Checks.** No person shall be given access to the Site without first passing a Criminal Offender Record Information (CORI) check. Contractor shall provide Owner with proof, satisfactory to Owner, that each employee, agent, contractor, subcontractor and invitee ("Contractor Worker(s)") that visits the site has passed a CORI check. The Contractor shall see to it that no Contractor Worker shall perform any Work at the Site if

the Owner has objected to such person being at the site based upon information contained in the CORI check. The Contractor shall not allow any Contractor Worker on the site until the Owner has reviewed such worker's CORI check and has not objected within ten (10) days after the receipt of the CORI check to such worker being at the site on account of the CORI check, unless the Owner waives such requirement for advance review of a Contractor Worker's CORI check prior to that worker entering the site (which waiver shall only be effective as to the Contractor Worker(s) that the Contractor requests the Owner to provide such waiver in each instance). Notwithstanding the foregoing, the Contractor shall remain liable for the conduct of its workers, employees, subcontractors, agents and invitees on Site.

## **2.0 MATERIALS AND EQUIPMENT WARRANTY**

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 itself as to, and shall comply with, the provisions of M.G.L. c. 7, § 23A, as amended.

## **3.0 PROSECUTION OF THE WORK -- LIQUIDATED DAMAGES**

**3.1. Beginning, Progress Schedule.** The Contract time shall commence upon the date specified in the Notice to Proceed executed by the Contracting Officer and delivered to the Contractor after the execution of this Contract. Prior to commencing the Work, the Contractor shall meet with representatives of the Owner to discuss the quality assurance program, safety program, labor provisions, progress schedule, schedule of values, and other Contract procedures. Upon Approval by the Contracting Officer, the progress schedule shall constitute the progress schedule for the Work. Upon approval by the Contracting Officer, the schedule of values shall be the basis for payment for the Work. The Contractor shall at the end of each month, or more often if required, furnish to the Owner a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the approved progress schedule.

**3.2 Time for Completion of Work.** Time is of the essence of this Contract. The Work shall be completed within the time specified in Agreement subject only to extensions specifically permitted in accordance with the terms of this Contract.

**3.3 Definition of "Substantial Completion."** For the purposes of this Contract the term "Substantial Completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original Contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first. For the purposes of the preceding sentences the term "substantially completes" means that the work required by the Contract has been completed except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

- 3.4 Failure to Complete Work on Time - Liquidated Damages.** Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Owner will suffer loss if the work is not completed in accordance with the phasing requirements and within the contract time specified, plus any extensions thereof allowed in accordance with the provisions of this Contract, and (3) that there are significant delays, expense and difficulties associated with a legal proceeding to determine the actual loss suffered by the Owner if the work is not completed on time; therefore, it is agreed that the Contractor will pay the Owner, as liquidated damages, the sum of [REDACTED] (\$ [REDACTED].00) per calendar per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Owner, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Owner of any of its rights under the Contract Documents or otherwise under law or equity. The Owner's right to impose liquidated damages shall in no way prohibit or restrict the Owner's right to bring legal action for damages in lieu of its option to impose liquidated damages from money due the Contractor, and if such money is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.
- 3.5 Collection of Liquidated Damages.** The Owner may recover 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 Owner the amount due.
- 3.6 Owner's Approvals and Interpretations.** Decisions by the Owner regarding interpretation of the specifications, approval of equipment, material or any other approval, or progress of the Work, shall be made promptly and, in any event, no later than thirty days after the Contractor's written submission for decision; but if such decision requires extended investigation and study, the Owner shall, within thirty days after the receipt of the submission, give the Contractor 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.
- 3.7 Extension for Delays Caused by Owner.** The only circumstances under which the Contract Price shall be increased due to delays caused by the Owner are those specified in M.G.L. c. 30, § 39O. In all other cases the Contractor shall be entitled neither to increase the Contract Price nor to receive damages on account of any hindrances or delays, avoidable or unavoidable, but if the delay is caused by the Owner, the Contractor shall be entitled to an extension of time to the extent provided in M.G.L. c. 30, §39O. The Contractor must submit any claim under this paragraph to the Owner in writing as soon as practicable after the end of the Owner's suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract. Except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred

more than 20 days before the Contractor notified the Owner in writing of the act or failure to act or the Owner that gave rise to the claim.

**3.8 Owner's Right to Reject Defective Materials and Work.** Except as otherwise provided herein, the Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities hereunder, and defective work shall be corrected. The Owner may reject unsuitable work, notwithstanding that such work and materials have been previously accepted for payment. If any part of the Work shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall promptly correct such defect in a manner satisfactory to the Owner. If any material brought upon the site for use in the Work shall be rejected by the Owner as not in conformity with the Contract Documents, the Contractor shall promptly remove such materials from the site.

**3.9 Substantial Completion of the Work; Final Completion; Owner's Remedies.** When the Work has reached the point of Substantial Completion as shown on Approved payment request, the Contractor shall assist the Owner in the development of a punch list identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract. The Contractor shall complete the lunch list items to final completion within 30 days after the Owner's approval of the punch list. At any time after the value of the Work remaining to be done is, in the estimation of the Owner, less than 1 per cent of the adjusted Contract price, or the Owner has determined that the Contractor has substantially completed the work and the Owner has taken possession for occupancy, the Owner may send to the 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 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 Contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the Owner or before the Contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the Contractor by certified mail, return receipt requested, the Owner may terminate this Contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the Contractor and such termination shall be without prejudice to any other rights or remedies the Owner may have under this Contract.

#### **4.0 CHANGES IN THE WORK**

**4.1 Changes within the Scope of the Work.** A change order may be issued by the Owner 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; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Owner.

- 4.2. Request for Equitable Adjustment due to Change Order.** Whenever a change order is issued by the Owner that will cause a change in the Contractor's cost or time for performance, the Contractor or the Owner may request an equitable adjustment in the Contract Price or the Contract time. A request for such an adjustment shall be in writing and shall be submitted by the party making such claim to the other party.
- 4.3. Latent Conditions.** If, during the progress of the Work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those indicated in the Contract Documents, then either the Contractor or the Owner may request an equitable adjustment in the Contract Price in accordance with M.G.L. c. 30, § 39N. Likewise if the latent or subsurface physical condition causes a change in the time for performing the Work, either the Contractor or the Owner may request an equitable adjustment of the time for the performance of the Work.
- 4.4 Computation of Equitable Adjustments.** Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner: (1) fixed price basis, provided that the fixed price shall be inclusive of items described in 4.4.1 below and shall be computed in accordance with that provision; (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:
- 4.4.1** Where the value of work performed directly by the Contractor under an change order is determined either by a lump sum proposal or by actual cost of work as it progresses, the Contractor will be allowed an additional amount of ten percent (10%) of the total cost of work plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. Where such work is performed by a Subcontractor, the Contractor will be allowed an additional amount of five percent (5%) to the total payment made to the Subcontractor, plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. The cost of work shall include the cost at the minimum wage rates established for this contract pursuant to M.G.L. c. 149, §§ 26-27H for direct labor, material and use of equipment, plus the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. The cost of work may include the cost of added mobilization, engineering, layout, transit staging/scaffolding, lifting, hoisting, dumpster, handling, cleanup, street sweeping, safety protection, temporary weather protection, temporary heat and utilities, shipping/receiving, construction fences, police barricades and signs; provided, however, that such added costs may be included only to the extent that they are directly attributable to the added work and are properly substantiated as determined by the Owner and Architect, in their discretion. Mark-up for overhead, superintendence and profit shall include (and no

additional payment shall be made for) general conditions, management, supervision coordination, record drawings, small tools/computers, “tools of the trade”, administration, accounting, punch list, O&M manuals, estimator time, schedule updating, and certified payrolls. Contractor and Subcontractor mark-up of such rates for payroll costs associated FUI, SUI, MUI, worker’s compensation insurance and other direct payroll costs, shall only be calculated on the direct labor rate as computed above and shall not exceed 30%, except that a higher rate may be allowed for subcontractors only to the extent such higher rate is based on actual payroll costs of the subcontractor for which substantiating documentation of how such higher cost is calculated provided, and no other labor cost mark-ups other than those specified above will be allowed.

**4.5 Timely Decision by the Owner.** In accordance with M.G.L. c. 30, § 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.”

**4.6 Work Performed Under Protest.** The Contractor must perform any work required by the Owner. If it considers the work to be ‘extra’ and the Owner disagrees, the work must be performed under protest.

## **5.0 PAYMENT PROVISIONS**

**5.1 Applications for Periodic Payments.** Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require. The application shall reflect a minimum of 5% retainage and shall be subject to, and processed in accordance with, the provisions of M.G.L. c. 30, §39K, which provides:

“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 per cent 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 per cent 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 a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any 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 changes 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 a column listing the amount paid to each subcontractor and sub-subcontractor as of the date 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 based on the 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."

**5.1.1** 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 Owner of: (1) an acceptable transfer of title on the form provided by the Owner; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Owner 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.

**5.1.2** In submitting an Application for Payment, the Contractor warrants that title to all work covered by an application for payment will pass to the Owner either by incorporation into the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this article as ‘liens.’ The Contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to set work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor’s right to payment for such work.

**5.1.3** Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be charged to, and paid by, the Contractor.

**5.2** **Deductions by the Owner.** The Owner may deduct from any application for a periodic payment submitted by the Contractor a retention based upon the value of its claims (including claims of defective work and liquidated damages) against the Contractor plus a retention of 5% of the approved amount of the Application for Payment and any other amounts authorized by M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable.

**5.3** **Final Payment.** Final Payment under this Contract shall be processed in accordance with the procedures set forth in M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable. The acceptance by the Contractor of the last payment due under this Contract or the Contractor's execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

**5.4** **Payment of Subcontractors.** The Contractor shall make payment to subcontractors in accordance with M.G.L. c. 30, § 39F. For purposes of this Agreement, the word “forthwith” appearing in paragraph (1)(a) of M.G.L. c. 30, § 39F shall be deemed to mean “within five (5) business days.” The Contractor shall, at the Owner’s request, furnish satisfactory evidence that all such obligations have been paid, discharged, or waived.

## **6.0 WARRANTIES AND GUARANTEE**

**6.1** **Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor guarantees and warrants to the Owner that all labor furnished under this Agreement will be

competent to perform the tasks undertaken that the product of such labor will yield only first-class results.

**6.2 General Guaranty.** If at any time during the period of one (1) year from the date of the its final completion, as shown on an approved payment request, the Work or any part of the Work shall in the reasonable determination of the Owner require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. For items of work completed after substantial completion, the one-year guarantee shall commence at the time the Owner approves of the completion of such items. This one-year guarantee shall not limit any express guaranty or warranty required to be assigned to the Owner pursuant to the terms of the Plans and Specifications.

**6.3** All guarantees and warranties required in the various Sections of the Specifications that originate with a Subcontractor or Manufacturer must be delivered to the Owner before final payment to the Contractor may be made for the amount of the sub-trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall constitute a failure of the Subcontractor to fully complete its work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

## **7.0 INSURANCE REQUIREMENTS**

**7.1** The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the Commonwealth of Massachusetts, and to which the Owner has no reasonable objection, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified herein.

**7.2** The insurance required by the above shall be written for not less than the following amounts and shall be submitted on ACORD Certificate of Insurance Form 2.5-S (08/01) or other similar form acceptable to the Owner:

- 7.2.1** Commonwealth of Massachusetts Statutory Worker's Compensation and other benefits as required under the General Laws of Massachusetts, including Employer's Liability Part B: \$500,000/\$500,000/\$500,000.
- 7.2.2** Broad form Commercial General Liability, written on a "per occurrence" basis with an aggregate cap no less than three (3) times the required limit: \$1,000,000 C.S.L. Property Damage Liability shall include coverage for X-C-U hazard of explosion, collapse, and damage to underground property.
- 7.2.3** Umbrella or Excess Liability coverage following form of underlying General, Automobile and Employers' Liability Coverage: (a) Minimum of \$2,000,000 C.S.L. over primary insurance; (b) No more than \$10,000 Retention.
- 7.2.4** Comprehensive Automobile Liability covering owned, non-owned, and hired or borrowed vehicles: \$1,000,000 C.S.L.

**7.3** The above insurance policies shall also be subject to the following requirements:

- 7.3.1** Certificates of Insurance and copies of policies acceptable to the Owner shall be addressed to and filed with the Owner prior to commencement of the work. Renewal certificates shall be filed with the Owner at least thirty (30) days prior to the expiration date of required policies.
- 7.3.2** No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Contractor shall notify the Town of the attachment of any restrictive amendments, material changes or impairment to the policies.
- 7.3.3** All premium costs shall be included in Contractor's bid. The Contractor shall be responsible for the cost of any and all deductibles.
- 7.3.4** The Town of Hopkinton (including its officials, employees, agents and representatives) shall be named as additional insured on Contractor's General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance Policies.

**7.4** Neither the Owner's authority to review certificates and policies of insurance nor its decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor, or Supplier, or any other party.

**7.5** The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in the Contract Documents, and at all times after that when the Contractor may be correcting, removing or replacing defective Work. The Completed Operations insurance shall be maintained for three (3) years after Final Payment.

**7.6** Insufficient insurance shall not release the Contractor from any liability for breach of its obligations under this Agreement.

**8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify in whole or in part, defend, pay-on-behalf of and hold harmless the Owner, the Engineer, and the agents and employees of each from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and loss of use caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 8.

## **9.0 BONDS**

The Contractor shall furnish a performance bond for the full amount of the Contract, and also a labor and materials payment bond for the full amount of the Contract, the form of which bonds are set forth in the Contract Documents, each of a surety company qualified to do business under State laws and satisfactory to the Owner, the premiums for which are to be included in the Contract Price and paid by the Contractor. These bonds shall (a) guarantee the faithful performance by the Contractor of all its obligations under this contract and (b) constitute the security required by M.G.L. c. 149, § 29 and M.G.L. c. 30, § 39A, as amended, for payment by the Contractor or its subcontractors used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this contract. These bonds shall remain in effect for the entire guarantee period for each phase of the work, which shall commence on the date of Final Completion, as defined in the Contract Documents.

## **10.0 TERMINATION**

**10.1 Termination for Cause.** If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor consistently or repeatedly refuses or fails, excepting cases of which extension of time is appropriated, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to the Subcontractors of for materials or labor, or persistently disregards law, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Contracting Officer, or otherwise is guilty of a substantial violation of any provision of the contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment, and machinery and vehicles, offices and other facilities on the project site and all material intended for the work, wherever stored, and seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all Subcontractor's contracts pursuant to this Agreement, and furnish the work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner of behalf of the Contractor's defaults. The Owner shall be entitled to hold all amounts due to Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

**10.1.1** The Owner shall incur no liability by reason of such termination.

## **10.2 Termination for Convenience.**

**10.2.1** In the event that this Contract is terminated by the Owner prior to the completion of construction and termination is not based on a reason listed in Paragraph 10.1, the Contractor shall be compensated for its costs incurred, including reasonable costs of de-mobilization, calculated on a percent completion basis covering the period of time between the last Approved application for payment and the date of termination.

**10.2.2** Payment by the Owner pursuant to Subparagraph 10.2.1 shall be deemed to fully compensate the Contractor for all claims and expenses directly or indirectly attributable to the termination, including any claims for lost profits.

**10.3** The Contractor shall not be relieved of liability to the Owner by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

**10.4** In the event of termination of this Contract, the Contractor shall promptly deliver to the Town all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

## **11. NON-APPROPRIATION**

Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Contractor shall not be obligated to perform, and may not perform, work outside the duration and scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Owner may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract.

## **12. RECORDS AND LAWS**

The Contractor shall comply with M.G.L. c. 30, § 39R. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

## **13. DISPUTE RESOLUTION**

Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in Middlesex County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the Suffolk District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the Owner.

- 12.1** In the event that the Owner elects to demand mediation to settle any claim, dispute or matter in question, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### **14. CHOICE OF LAW**

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which either the Commonwealth or the Owner is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

#### **15. NOTICES**

Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, 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 Owner, notices and deliveries to the Owner shall be effective only when delivered to the Owner 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 Owner to receive official notices.

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## Document 00800 General Conditions of the Contract

The General Conditions of the Contract shall be amended as noted below.

### 1. Revise the following text:

1.7 Safety Requirements  
to read **1.7.1** Safety Requirements.

### 2. Add the following subparagraphs:

**1.14.1 Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation program.** This is a Massachusetts School Building Authority (MSBA) funded project and includes MBE and WBE program participation. Participation goals are as follows: MBE participation goals of 4.1% and WBE participation goal of 7.9%. The Contractor shall document compliance these goals. Monthly progress updates shall be provided with the monthly and final payment requisition. See Affirmative Marketing Program General Guidelines for additional information. <https://www.mass.gov/doc/affirmative-marketing-program-mcamp-general-guidelines/download>

**1.14.2 Workforce Compliance Goals.** This project will have a work force compliance goals per the MSBA protocol. All contracts by a state agency or state-assisted contracts for design, construction, reconstruction, installation, demolition, maintenance, or repair must contain workforce participation goals for minorities and women. M.G.L. c. 149, section 44A(2)(G) and the Administration & Finance Administrative Bulletin: Equal Opportunity and Non-discrimination on State and State Assisted Construction Contracts (A&F 14) set forth the requirements for the workforce participation goals on said contracts. The Workforce Participation Goals are currently set at 6.9% for women and 15.3% for minorities. The Contractor is responsible for the weekly tracking, monthly reports and corrective action meetings with subcontractors to document compliance and steps to increase participation where necessary to achieve the workforce compliance goals.

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## **SPECIAL PROVISIONS**

### **SCOPE OF WORK**

It is the intention of the Town of Hopkinton to enter into a Contract Price Agreement with Construction Companies experienced in but not limited to: the installation and repair of public roadways, traffic signals, water, and/or drainage systems and related work with the Town's streets and utility infrastructure.

The Construction Company selected (hereinafter referred to as "Contractor") may be required to work at various public roads, Town owned property, or public utility easements.

Work expected under this contract includes but is not limited to:

- Pavement milling and resurfacing with box widening
- Installation of a new traffic signal
- Roadway drainage improvements
- Reconstruction of residential driveways
- Installation of hot mix asphalt berm
- Landscaping and plantings

The CONTRACTOR will also be responsible for:

- Work zone safety and signage at the construction site(s).
- Coordinating the timing of the necessary Police details and ensuring that Police details are scheduled for all days that the Contractor is working.
- Ensuring that the work zone is safe at the end of the work day and ready for traffic flow.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The work shall be bid on a lump sum basis. The contract lump sum price shall include all labor, materials, equipment, and incidental costs required to complete the work as specified, except for police details required to direct traffic. No additional compensation will be provided for any costs associated with completing the work.

### **CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Town's, the OPM's, and Designer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall utilize the Critical Path Method and shall (a) include an estimated cash flow schedule, showing anticipated monthly expenditures throughout the duration of the Contract based on the Schedule of Values required under this Contract; (b) accurately reflect the relationships between activities; (c) contain no activities of greater than thirty (30) days duration; and (d)

clearly indicate the critical path activities and float values for non-critical activities. Contractor shall submit an updated schedule monthly that accurately reflects the progress achieved and any changes in Contractor's planned activities and logic relationships, and clearly lists changes in completion dates, float and duration of all modified tasks since the prior provided schedule.

The work is to be phased as follows

Phase 1 July 31, 2025- June 21, 2026

- Submittals
- Materials Releases, Fabrication
- Mobilization(s) to support investigations
- Coordination with Utilities for Pole Relocations

Phase 2 June 22, 2026- August 21, 2026

- Roadway Construction
- Traffic Signal Installation
- Temporary Mitigations for Abutters (driveways, etc.)
- Temporary Mitigations for Roadway (Raised castings ramps, striping, etc.)

Phase 3 August 22, 2026- November 20, 2026

- Landscaping and fencing on Abutters private property
- Establishment and maintenance of landscape shall continue beyond this period as defined in the documents.

### **CONCURRENT WORK**

#### **WORK UNDER OTHER CONTRACTS**

Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts. Owner will award separate contract for the following construction operations at Project site. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract. The project consists of the construction of a new elementary school at the site adjacent to the existing Marathon elementary school on Hayden Rowe Street, Hopkinton, MA. The Work consists of a 2-3 Story steel framed building, primary of Masonry Veneer with a single-ply membrane roof. The Work includes an entry roadway, landscaping, play areas, sidewalks, and parking. Contractor will be required to coordinate work with this GC contractor.

### **CRIMINAL HISTORY INFORMATION**

*(see attached)*

### **LIQUIDATED DAMAGES**

Liquidated Damages. Because both parties recognize (1) that the time for completion of this Construction Contract is of the essence, (2) that the Town will suffer loss if the work is not completed in accordance with the phasing requirements and within the contract time specified, plus any extensions thereof allowed in accordance with the provisions of this Construction Contract, and (3) that there are significant delays, expense and difficulties associated with a legal proceeding to determine the actual loss suffered by the Town if the work is not completed on time; therefore, it is agreed that the Contractor will pay the Town, as liquidated damages the sum of five hundred dollars (\$500.00) per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Liquidated damages shall apply to each Phase of the project. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Town, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents or otherwise under law or equity.

### **CHANGES IN THE WORK**

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Section and elsewhere in the Contract Documents. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

1.1 All changes in the Work shall be in accordance with provisions of the M.G.L. c. 30, § 39I.

1.2 The Contractor shall not sublet any work under a Change Order or a Construction Change Directive unless work under the basic Contract of a similar type was previously subcontracted; and Subcontractors will not be allowed to further sublet any work under a Change Order unless the work under the basic Contract of a similar type was previously sublet by them, without the written approval and acceptance of the Town.

2.0 Change Orders. A Change Order is a written instrument prepared by the Designer and signed by the Town, Contractor and Designer stating their agreement upon all of the following: (a) the change in the Work; (b) the amount of the adjustment, if any, in the Contract Price; and (c) the extent of the adjustment, if any, in the Contract Time.

2.1 Upon the request of the Town, the OPM, or the Designer, the Contractor shall, within fifteen (15) days (sooner if necessary to avoid delays in work) and without cost to the Town, submit to the Designer, in such form as the Designer may require, an accurate written Change Order Proposal for the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the numbers of hours of work and an hourly rate for each class of labor, as well as the description in amounts of all other costs sought by the Contractor and chargeable under the terms of this article. Unit labor costs for the installation of each item shall be shown if required by the Designer. The Contractor shall promptly revise and resubmit such estimate if the Designer determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or mathematical

errors. If required by the Designer in order to establish the exact cost of the new work added or of previously required work omitted, the Contractor shall obtain and furnish to the Designer bona fide proposals from subcontractors and suppliers for furnishing any labor and material included in such work. Such estimates shall be furnished promptly so as to occasion no delay in the work and be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the work if the change or extra work is ordered. Percentages for overhead and profit included in the proposal shall be in accordance with Paragraph 4.0.

2.2 Change Order Proposals shall be complete and definitive, and the amount of the adjustment in the Contract Price and the Contract Time, if any, shall be stated in the proposal for all Work affected by the proposed Change. Once a Change Order is executed, the Contractor shall be required to perform all of the Work required therein (including incidental work and changes to related Work which may be required to complete the Change Order) in accordance with the Contract Documents, for the amounts stated in the Change Order.

2.3 Contractor's requests for changes or substitutions shall be subject to the same requirements as change initiated by the Designer or Town.

2.3.1 Timely Decision by the Town. In accordance with M.G.L. c. 30, § 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."

2.4 A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price and Contract Time supported by sufficient substantiating data to permit evaluation.

3.0 Construction Change Directives. A Construction Change Directive is a written order prepared by the Designer or the Town and signed by the Town and the Designer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Town may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.

3.1 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

3.2 If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods: (a) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (b) cost to be determined in a manner agreed upon by the parties and, if required or permitted, an additional amount or surcharge as provided in Paragraph 4.0.

3.3 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved within five (5) calendar days from receipt of the Construction Change Directive, advise the Architect by written notice of the Contractor's agreement or disagreement with the

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

3.4 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

3.5 The amount of credit to be allowed by the Contractor to the Town for a deletion or change that results in a net decrease in the Contract Price shall be actual net cost as confirmed by the Designer and agreed by the Town. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

4.0 Where the value of work performed under a Change Order or a Construction Change Directive is determined either by a lump sum proposal or by actual cost of work as it progresses, the Contractor will be allowed the following markup for overhead, profit and supervision: (a) for work performed directly by the Contractor, Subcontractor or Sub-subcontractor, an additional amount of ten percent (10%) of the total cost of work plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work to the contractor performing the work; (b) for work performed not by the Contractor directly then the contractor and subcontract can add an additional amount of five percent (5%) to the total payment made to the Subcontractor or Sub-Subcontractor, plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. The cost of the combined overhead, profit and supervision shall not exceed 20% markup excluding the bonds and insurance. The cost of work shall include the cost at the minimum wage rates established for this contract pursuant to M.G.L. c. 149, §§ 26-27H for direct labor, material and use of equipment, plus the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. The cost of work may include the cost of added mobilization, engineering, layout, transit staging/scaffolding, lifting, hoisting, dumpster, handling, cleanup, street sweeping, safety protection, temporary weather protection, temporary heat and utilities, shipping/receiving, construction fences, police barricades and signs; provided, however, that such added costs may be included only to the extent that they are directly attributable to the added work and are properly substantiated as determined by the Town and Designer, in their discretion. Mark-up for overhead, superintendence and profit shall include (and no additional payment shall be made for) general conditions, management, supervision coordination, record drawings, small tools/computers, "tools of the trade", administration, accounting, punch list, O&M manuals, estimator time, schedule updating, and certified payrolls. Contractor and Subcontractor mark-up of such rates for payroll costs associated FUI, SUI, MUI, worker's compensation insurance and other direct payroll costs, shall only be calculated on the direct labor rate as computed above and shall not exceed 30%, except that a higher rate may be allowed for subcontractors only to the extent such higher rate is based on actual payroll costs of the subcontractor for which substantiating documentation of how such higher cost is calculated provided, and no other labor cost mark-ups other than those specified above will be allowed.

4.1 If deductions are ordered, the credit shall be computed as net cost, with credit of overhead, profit and supervision under the same percentages defined in section 4.0 for the net cost.

5.0 Work Performed Under Protest. The Contractor agrees to perform all Work as directed by the Town, and if the Town, with the recommendation of the Designer and the OPM, determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Section does not represent

a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Town's determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following subsections 5.1 and 5.2, below.

5.1 If the Contractor claims compensation for a change in the Work that is not deemed by the Town 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, the OPM, and the Town 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.

5.2 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 Designer, the OPM, and the Town itemized statements on forms reasonably acceptable to the Town 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.

6.0 Minor Changes in the Work. The Designer has authority to order minor changes in the Work not involving adjustment in the Contract Price or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Designer and shall be binding on the Town and Contractor.

### **PROPER NOTIFICATION**

Work under this contract shall be coordinated with the Vertex. The Contractor will be required to provide at least 48 hours notice to the Vertex before proceeding with activities. The Contractor shall have a supervisor or foreman available to direct operations and report to the Vertex with any problems and progress as necessary and/or required by the Vertex.

### **PROJECT CONTACTS**

The Vertex Companies, LLC  
One Edgewater Drive, Suite 204  
Norwood, MA 02062

Christopher Kenney  
Sr. Project Manager  
Phone: (508) 517-8564

Stephen Devine  
Construction Site Manager  
(339) 222-2940

Vanasse Hangen Brustlin, Inc.  
120 Front Street Suite 500  
Worcester, MA 01608

Greg Russell  
Project Manager  
Phone: (508) 513-2716

Traverse Landscape Architects  
150 Chestnut Street, 4<sup>th</sup> Floor  
Providence, RI 02903

Ashley Iannuccilli Cullion  
Principal  
Phone: (401) 383-4950x405

Hopkinton Fire Department & Emergency Services  
73 Main Street  
Hopkinton, MA 01748

Chief Gary T. Daugherty Jr.  
Phone:(508)497-2323  
gdaugherty@hopkintonfd.org

Hopkinton Police Department  
74 Main Street  
Hopkinton, MA 01748

Chief Joseph Bennett  
Phone:(508) 497-3401  
jbennett@hopkintonpd.org

Hopkinton DPW  
83 Wood Street  
Hopkinton, MA 01748

Kerry Reed, PE  
Phone:(508) 497-9740

Hopkinton Water & Sewer  
PO Box 171  
Hopkinton, MA 01748

Eric Carty  
Phone:(508) 497-9765

Eversource Electric "A"  
1165 Massachusetts Avenue  
Dorchester MA 02125

Ned Sadowski  
Phone:

Verizon  
385 Myles Standish Blvd.  
Taunton MA 02780

Karen Mealey  
Phone: (774) 409-3160

Comcast Cable Corporation  
PO Box 6505, 5 Omni Way  
Chelmsford MA 01824

Wendy Brown  
Phone: (978) 848-5163

Crown Castle  
80 Central Street  
Boxborough MA 01719

Mark Bonanno  
Phone: (508) 616-7818

Hopkinton Fire Alarm  
73 Main Street  
Hopkinton MA 01748

Ken Clark  
Phone: (508) 497-2323

### **HOURS OF WORK**

The Town will permit the Contractor to work Monday thru Friday between the hours of 7:00 A.M. and 7:00 P.M. Lane closures will not be permitted during school arrival and dismissal hours without prior approval by the Town.

### **PERMITS**

Prior to commencement of work, the Contractor shall be responsible for obtaining all necessary construction permits. Permits necessary for the work may include, but are not limited to, Street Opening Permits.

### **EMERGENCY CONTACT**

The Contractor will be notified by telephone when their services are needed for emergencies. The Contractor shall provide the name of the person to be notified for repairs or emergencies as well as a phone number at which this individual can be contacted 24- hours a day for the duration of the Contract. Identified contact person(s) shall have the authority to mobilize personnel within four (4) hours of notification by Town, or sooner.

### **INSPECTION OF WORK/SCHEDULE OF OPERATIONS**

The Contractor is required to make a site inspection prior to starting work. A working knowledge of the Town's infrastructure is important.

The Contractor shall provide a schedule of operations to the Town. The Town will be on-site to inspect procedures and give directions at various times during the project's construction.

### **DIG SAFE**

Before proceeding with construction operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention Systems (Dig Safe) at 1-888-344-7233 and shall make such supplemental investigations.

### **PRIVATE UTILITIES COORDINATION**

Coordination with private utilities is the sole responsibility of the Contractor (including natural gas, electricity, telephone, cable, etc.). The Contractor shall be responsible for notifying Dig Safe prior to the start of work. Any assistance the Town may offer in coordinating with private utilities shall not absolve the Contractor's responsibility to coordinate with private utilities as necessary to accomplish the Contract Work. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

The Contractor is responsible for diligent and consistent coordination of the utility pole relocations with Verizon, Eversource and related utilities. The Eversource pole relocation project work order number is WO #17617086. The Verizon Job No. is 1A7AW9K.

### **PUBLIC UTILITIES COORDINATION**

Coordination with public utilities is the sole responsibility of the Contractor (including water and sewer). The Contractor shall be responsible to call the Water and Sewer Divisions at least 48 hours prior to the start of work for any required coordination and/or inspections, at 508-497-9765, Monday – Friday between 8:00 AM and 3:30 PM. Any assistance the Town may offer in coordinating the public utilities shall not absolve the Contractor's responsibility to coordinate with public utilities as necessary to accomplish the Contract Work. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

### **CONSTRUCTION STAGING**

The Contractor shall coordinate directly with Vertex on a staging area for stockpiling of materials and equipment at the rear parking lot at the Marathon School (see map 1). This staging area will only be available between June 25, 2026 and August 18, 2026. An alternate location at the Marathon School will also be available (see map 2). The Contractor shall be responsible for repairing the staging area, and any other area used for construction operations, back to its original condition at no cost to the Owner.

### **CONSTRUCTION STAKING**

The Contractor will be furnished information and ties for the survey baseline and benchmarks. The Contractor shall perform any and all survey required for the work.

### **TRAFFIC CONTROL**

The Contractor shall be responsible for organizing all necessary police details and/or their cancellation. The Contractor shall pay any costs incurred due to his/her failure to cancel police details. The Contractor shall provide and maintain all traffic control devices necessary to secure their work area in accordance with the Manual on Uniform Traffic Control Devices. The Town may order additional safety measures if insufficient safety devices are being employed. In such instances, the Contractor shall erect in place said safety devices immediately.

If the Contractor determines that it is necessary to close a road to perform the necessary work then the Contractor must make a request to close the road to the Department of Public Works and the Police Department for consideration a minimum of forty eight (48) hours prior to the start of work, unless otherwise authorized by the Town. If the request to close the road is denied then the Contractor will leave one (1) lane of the road open to traffic flow and make every effort to complete the work in a timely fashion.

### **PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK**

Access shall be maintained for all abutters so that they may use the driveways and approaches adjacent to their properties. Pedestrian access to abutting property and access for emergency vehicles shall be provided at all times.

Alternate one-way traffic may be maintained during working hours, however the Contractor will be required to provide two unobstructed lanes for two-way traffic during non-working hours.

All construction equipment, material and debris shall be removed from the traveled way at the end of each working day and shall be stored in such manner as not to interfere with the flow of driveway traffic or pedestrians.

Particular care shall be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety. The placement of necessary devices will be for daily work periods and shall be removed after the completion of work operations. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly

covered at the end of each work period. Signs are to be kept clean at all times and legends shall be distinctive and unmarred.

### **CONSTRUCTION ACCESS LICENSE**

The Town's License Agreement is required for permission for the Town's Contractor to make improvements on private property for the benefit of the property owner. (see attach license agreement). Contractor shall provide insurance as stipulated in the license agreement listing the property owner as named insured for each private property where work is to occur. Contractor shall provide a schedule and confirm access dates and duration at least 30 days in advance of planned work with Vertex.

### **PUBLIC SAFETY AND CONVENIENCE**

Vehicular and pedestrian traffic will be maintained on all streets located within and adjacent to the project unless permission is received in writing from the Director of Public Works or their representative to close the street.

The Contractor shall take every measure necessary for the protection of personnel and property. Where construction operations are such that a hazard exists to the public, all safety precautions shall be maintained.

The Contractor shall at all times, until written acceptance of the physical work by the Owner, be responsible for the protection of the work and shall take all precautions for preventing injuries to persons or damage to property on or about the project.

### **DISTURBANCE OF EXISTING BOUNDS**

Where existing bounds are disturbed by the Contractor's activities, they shall be reset by a Registered Land Surveyor at the Contractor's expense. A certification by the Registered Land Surveyor performing the work shall be made and submitted to the Engineer for all bounds reset.

### **WATER FOR DUST CONTROL AND CONSTRUCTION PURPOSES**

The Contractor is responsible for dust control throughout construction as required by the Engineer. The Contractor must provide water for dust control or other construction purposes using a water truck, water tanks, or any other method available to the Contractor. The Town of Hopkinton will not supply water for dust control or any other construction purposes to the Contractor. The cost of which is to be incidental to the contract.

### **DEWATERING**

Dewatering may be required when trenching to install the proposed drainage pipe and/or structures. All dewatering activities necessary to complete the work, including installation, operation, maintenance, and removal of dewatering equipment and systems, shall be included in the lump sum bid price. No separate or additional compensation will be provided for dewatering. The Contractor is responsible for ensuring compliance with all applicable local, state, and federal

regulations regarding dewatering, including obtaining necessary permits and managing discharge in accordance with regulatory requirements. Furthermore, the Contractor shall not be entitled to any claims for additional compensation due to unforeseen groundwater conditions or increased dewatering needs, as all risks associated with groundwater have been accounted for within this provision.

### **MATERIAL DISPOSAL**

All surplus excavated material, including concrete and granite curbing, not required or suitable for reuse on the project, or otherwise not wanted by the Town, shall become the property of the Contractor and removed and disposed of outside and away from the limits of the project at no additional cost to the Town in accordance with all local rules and the approval of local governmental authorities having jurisdiction over the disposal of such materials. Any excess material that the Town decides to keep shall be transported to Town properties by the Contractor, as directed by the Town. Loading, transporting, and unloading shall be done by the Contractor without additional compensation.

### **RESTORATION AND FINAL CLEAN-UP**

The Contractor agrees to restore paving, grading, landscaping and other infrastructure damaged by the Contractor's activities to at least as good a condition as such paving, grading, landscaping and other infrastructure were in prior to the Contractor's commencement of work. All material and workmanship shall conform to the Town's standards, and may be subject to inspection by the Town. Upon failure, neglect, or refusal of the Contractor to timely restore the site as required by the Town, the Town may undertake and perform such restoration, at the sole cost and expense of the Contractor.

Upon completion of the work and before acceptance and final payment, the Contractor shall remove and dispose of in an approved manner at his own expense, from the right-of-way, construction site, and adjoining property, all temporary structures and all surplus materials and rubbish which the Contractor may have accumulated during the prosecution of the work, and shall leave the areas in a neat and orderly condition. No equipment or material shall be left within any of the aforementioned areas after acceptance of the Contract without the written permission of the Engineer. The Contractor shall not abandon any material at or near the site regardless of whether or not it has any value. All removed material must be disposed of in accordance with all Local, State, and Federal laws and regulations.

### **OSHA REQUIREMENTS**

The work to be performed under this Contract by the General Contractor and all subcontractors is to be performed in compliance with the Occupational Safety and Health Act of 1970, including all amendments thereto.

### **AAB/ADA REQUIREMENTS**

The work to be performed under this Contract by the General Contractor and all subcontractors is to be performed in compliance with current AAB/ADA rules, regulations, and standards.

## **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify, defend and save harmless the Municipality and all of its or their offices, agents and employees against all suits, claims or liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the Contract or failure to comply with the terms and conditions of said Contract, whether by himself or his employees or Subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the contract.

The Contractor will be held responsible for any and all claims for damage to underground structures such as, but not restricted to, water or gas mains, pipes, or conduits due to his operation or to the operations of any of his Subcontractors.

## **ARBORIST**

The Contractor shall engage a Massachusetts Certified Arborist who is also an ISA Board Certified Master Arborist to perform the following work:

1. Remove branches from trees, which are to remain, if required to clear for new construction.
2. Recommend procedures to compensate for loss of roots, if any, and perform initial pruning of branches to stimulate root growth where removed to accommodate new construction.
3. Perform root pruning where construction activities close to the trees will occur.
4. Perform tree repair work for damage incurred by new construction.
5. Remove dead wood, crossing branches and any other trimming on trees which are to remain, as required by the Landscape Architect.

The Arborist for this item shall not be from the same company as the company responsible for selective clearing or tree removal work.

## **SUBMITTALS**

- **Qualifications:** For each applicable person expected to work on the project, provide copies of the qualifications and experience of the Consulting arborist, proof of an ISA Board Certified Master Arborist and any required Herbicide/Pesticide license to the Owner's Representative, for review prior to the start of work on this project. Submit current State certification to the Owner's Representative.
- **Arborist Report:** Prior to the start of construction, submit, for approval by the Owner's Representative, the report of a consulting arborist who is an ISA Board Certified Master Arborist, which details the following information for all trees to remain within the area

designated on the drawings as the Tree and Plant Protection Area. The report shall include the following:

1. A description of each tree to remain indicating its genus and species, condition including any visible damage to the root system or soil within the root zone, tree diameter at breast height (dbh) and approximate height, size and any visible disease, insect infestations and or branch and trunk structural deficiencies.
2. The report shall note all trees or parts of trees, which are considered a hazard or significant or extreme risk level. Include the International Society of Arboriculture hazard evaluation sheet for each tree, which may reasonably be identified as a potential hazard tree.
3. Recommendations as to treatment of all insect, disease and structural problems encountered.
4. Recommendations for fertilizer treatments, if any.
5. A plan of the site showing the location of all trees included in the report.
6. Submit written certification by registered ISA Board Certified Master Arborist to the Owner's Representative that trees indicated to remain have been protected during the course of construction in accordance with recognized standards of the industry. Also certify that where damage did occur trees were promptly and properly treated. Indicate which damaged trees, if any, are incapable of retaining full growth potential and are recommended to be removed and replaced.

## **SCOPE OF WORK**

The Arborist shall be responsible for the following tasks:

- Initial Evaluation and Report
  - recommend and prioritize trees that require removal as appropriate to contract scope, project limits, and project intent;
  - review and modify, if necessary, tree protection measures shown on the drawings
  - review and mark limits of protective fencing for trees and groups of trees to be retained;
  - review and recommend protection measures for high priority trees;
  - submit a marked-up Construction Plan that briefly notes recommendations and decisions made in the field;
  - submit a corresponding report including photo documentation;
- Oversight
  - direct or execute pruning of branches and/or roots, air spading, and/or other tree care operations
- Monitoring and Inspections

- periodically inspect fencing and ensure root zones are properly protected and clear of equipment and materials as required by the Engineer
- reevaluate tree protection measures for various phases of a project
- submit inspection notes with relevant and dated photos to the Engineer.
- Special Care
  - oversee tree pruning for health and aesthetics
  - recommend fertilization and amendments
  - recommend and oversee pest control

## METHODS

Prior to any work, the Arborist shall walk the site with the Contractor, the Engineer, and the Town Tree Warden to review trees, limits of construction activities, and other concerns. Where required for proper assessment of tree impacts, limits of work shall be staked or otherwise marked in the field prior to the site walk.

Trees to be removed shall be painted or otherwise marked.

Trees to be retained shall be marked such that it does not mar or damage the tree and such that marker is not easily removed. As applicable to the work and scope of the project, trees designated for removal or to be retained shall be noted on the plan and/or in the arborist's report and photographed.

Trees designated to remain that are damaged or removed by construction activities shall be noted and photographed for inclusion in inspection reports submitted to the Engineer.

## **ITEM 102.511      TREE PROTECTION – ARMORING AND PRUNING**

The work under this item shall conform to the relevant provisions of Sections 771 of the Standard Specifications and the following:

Tree protection – armoring and pruning shall be used for instances where construction activity (the use of heavy equipment), comes within proximity to potentially damage tree trunk(s) or limbs.

The work shall include the furnishing and installing of temporary tree trunk protection, minor limb pruning, or removal of lower tree limbs to prevent injury to the tree from construction equipment and activities; as shown on the Drawings; and/or as required by the Engineer.

### **REFERENCES**

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

### **MATERIALS**

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Material used for trunk armoring or mounting shall be such that installation and removal shall not damage the trunk.

Acceptable trunk armoring materials shall include two by four (2x4) wood cladding, mounted with wire or metal strapping, or when duration of construction activities is less than three months, slotted corrugated plastic pipe, mounted with duct tape. Eight (8) once untreated burlap shall be used to wrap the tree trunk prior to installation of cladding.

Alternative armoring methods or materials may be acceptable if approved by the Engineer.

The height of tree trunk cladding shall be measured from the base of the tree (including root flare) to the bottom of the first branch, or to a height of eight (8) feet, or as may be required by the Engineer.

### **METHODS OF WORK**

Prior to construction activities, the Engineer, Contractor, and the Arborist (if item is included in the contract), shall review trees noted on the Drawings to be protected. Final decision and selection of trees to be armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be maintained such that it is effective for as long as required or replaced when materials are found to be damaged or ineffective, as determined by the Engineer. Replacement, if required, shall be incidental to the work. Armoring shall be removed immediately upon completion of work activities adjacent to the protected tree(s).

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

### DAMAGES OR LOSS

If trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense, secure the services of an Arborist, described in Item 102.55. The Arborist shall be approved by MassDOT.

If, based on the recommendation of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury; soil compaction remediation; pruning; soil injection fertilization; and/or watering; the damage shall be repaired as soon as possible, within the appropriate season for such work and according to industry standards.

If, based on the recommendation of the Arborist, the Engineer determines that damages are irreparable, or that the damages are such that the tree is sufficiently compromised to pose a future safety hazard, the tree shall be removed. Tree removal shall include cleanup of all wood, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil. Such tree removal(s), grinding, debris removal, and topsoil filling, shall be at the Contractor's expense.

Tree removal from improper or inadequate tree protection shall result in the Engineer assessing the Contractor monetary damages consistent with industry standards for assessed value and/or replacement.

### **TREE AND PLANT PROTECTION FENCE**

The work under this Item shall conform to the relevant provisions of Sections 644 and 771 of the Standard Specifications and the following:

Work under this item consists of furnishing, installing, removing and resetting, maintaining fence in a vertical and effective position at all times, and final removal of temporary fence.

The purpose of the fence is to prevent damage to tree roots, tree trunks, soil, and all other vegetation within a delineated Tree and Plant Protection Zone (TPPZ) as shown on the plans, as directed by the Engineer, and as described herein.

Protection shall be for the duration of the construction activities unless otherwise directed.

#### **Materials**

Temporary Fence shall be such that it provides a minimum 48-inch tall barrier that remains vertical and effective (not sagging) for the duration of period required. Fence shall be plastic orange safety fence (recommended where high visibility is necessary), wooden snow fencing, or other approved material.

Per the Arborist or Engineer, additional posts, deeper post depths, and/or additional attachments will be used if the fabric or fence sags, leans or otherwise shows signs of failing to create a sufficient barrier to access.

#### **References**

If requested, the Contractor shall provide to the Engineer one copy of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1, Pruning and Part 5, Construction Management Standard. Provision of reference shall be incidental to this item.

#### **Establishment of TPPZ**

Fencing shall be used for construction areas, staging areas, and stockpile areas as shown on the plans and as directed by the Engineer to establish the Tree and Plant Protection Zone (TPPZ).

Fence shall be located as close to the work zone limit and as far from the trunk as possible to maximize the area to be protected. Fence shall run parallel and adjacent to construction activity to create a barrier between the work zone and the root zone or designated limit of plants and soils to be protected.

When construction activities surround (or have the potential to surround) trees or plants to be protected, a circular enclosure shall be used. In these instances, the TPPZ limit shall be the Drip Line of each tree or as close as possible to the Drip Line, and as shown on the plans and details. The Drip Line is defined as the limit of tree canopy.

The Contractor shall not engage in any construction activity within the TPPZ without the approval of the Engineer, including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets; and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks.

#### Method of work

Fence shall be installed prior to any construction work or staging activities and shall be installed and maintained in a vertical and effective position at all times.

Fence shall be repositioned where and as necessary for optimum effectiveness. Repositioning shall be incidental to this item. Fence shall not be moved without prior approval by the Engineer.

The TPPZ shall be protected at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves, and roots of all plants; and contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemicals substance. In the event of spills, compaction or damage, the Contractor shall take corrective action immediately using methods approved by the Engineer in coordination with an Arborist.

After construction activities are completed, or when directed by the Engineer, fence, stakes, and other materials shall be removed and disposed off-site by the Contractor.

#### Required Work within the TPPZ

In the event that grading, trenching, utility work, or storage is unavoidable within the TPPZ, the Engineer shall be notified. Measures may be required for tree protection and preservations, including air spading, the use of six inch depth of wood chips or approved matting for root protection, pruning of branches, and/or trunk protection. These protection measures will be paid under applicable items.

Landscaping work specified within the TPPZ shall be accomplished by hand tools. Where hand work is not feasible, with permission of the Engineer, work shall be conducted with the smallest mechanized equipment necessary.

#### Tree and Plant Damages or Loss

If the TPPZ is intruded upon, at the discretion of the Engineer, the Contractor will be required to provide a more durable barrier (e.g., Jersey Barriers) to secure the area. Cost of furnishing and installing additional or more durable barrier shall be borne by the Contractor.

If the Contractor intrudes into a TPPZ without approval, soil will be considered compacted and tree root damage will be assumed. Action will be taken as specified below.

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense obtain an Arborist. The Arborist shall be approved by MassDOT.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of \$500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

Shrubs will be replaced with a plant of similar species and equal size or the largest size plants reasonably available. The Engineer will approve the size and quality of the replacement plant. Replacement will include a minimum of one year of watering and care.

### **CATCH BASIN**

The work under this item shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications, the plans and the following:

All proposed catch basins shall be constructed with a minimum 4-foot sump.

**FRAME AND GRATE (OR COVER)**  
**MUNICIPAL STANDARD**

The work under this item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following:

All drainage castings shall be qualified products for use on MassDOT Highway Division construction contracts and furnished by a manufacturer on MassDOT's pre-approved materials list.

Municipal standard frames and covers shall have an HS20 loading rating and shall conform to AASHTO M306 and ASTM A48 "Standard Specification for Gray Iron Castings". The frames shall have a clear opening of 24 inches and be a minimum of 8 inches in height. The grates shall have a 2 inch by 2 inch slot openings and shall be bicycle friendly.

The surface of the covers shall have a diamond pattern and the word "DRAIN" shall be cast in the center.

Three flange frames shall be provided at catch basin curb inlet locations.

### **SILT SACK**

Work under this item shall conform to the relevant provisions of Section 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

#### **Construction**

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Town.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractor's expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as described in Subsection 227 Drainage System Sediment.

### **SEDIMENT CONTROL BARRIER**

The work under this item shall conform to the relevant provisions of Subsections 670, 751 and 767 of the Standard Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment control barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier. Photo-biodegradable fabric shall not be used.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods:

- 9-inch compost filter tubes
- Straw bales which shall be trenched

No straw wattles may be used. Additional compost filter tubes (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

Where shown on the plans or when required by permits, sedimentation fence shall be used in addition to compost filter tubes and straw bales and shall be compensated under that item.

Sediment control barriers shall be installed in the approximate location as shown on the plans and as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

### **MATERIALS AND CONSTRUCTION**

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans and adjust placement to ensure that the placement will provide maximum effectiveness.

Barriers shall be staked, trenched, and/or wedged as specified herein and according to the Manufacturer's instructions. Barriers shall be securely in contact with existing soil such that there is no flow beneath the barrier.

#### Compost Filter Tube

Compost material inside the filter tube shall meet M1.06.0, except for the following: no peat, manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be made of 100% biodegradable materials (i.e., cotton, hemp or jute) and shall have a knitted mesh with openings that allow for sufficient water flow and effective sediment capture.

Tubes shall be tamped, but not trenched, to ensure good contact with soil. When reinforcement is necessary, tubes shall be stacked as shown on the detail plans.

#### Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

Bales should be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. All bales should be either wire-bound or string-tied. Straw bales should be installed so that bindings are oriented around the sides (rather than along the tops and bottoms) of the bales in order to prevent deterioration of the bindings.

The barrier should be entrenched and backfilled. A trench should be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. The trench must be deep enough to remove all grass and other material which might allow underflow. After the bales are staked and chinked (filled by wedging), the excavated soil should be backfilled against the barrier. Backfill soil should conform to the ground level on the downhill side and should be built up to 4 inches against the uphill side of the barrier.

Each bale should be securely anchored by at least 2 stakes or re-bars driven through the bale. The first stake in each bale should be driven toward the previously laid bale to force the bales together. Stakes or re-bars should be driven deep enough into the ground to securely anchor the bales. For safety reasons, stakes should not extend above the bales but should be driven in flush with the top of the bale.

The gaps between the bales should be chinked (filled by wedging) with straw to prevent water from escaping between the bales. Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency. Wedging must be done carefully in order not to separate the bales.

When used in a swale, the barrier should be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

### Sedimentation Fence

Materials and Installation shall be per Section 670.40 and 670.60 of the Standard Specifications and the following:

Sedimentation fence shall only be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

### MAINTENANCE

Maintenance of the sediment control barrier shall be per Section 670.60 of the Standard Specifications or per the Stormwater Pollution Prevention Plan (SWPPP), whichever is more restrictive.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact (despite fabric decay) and continues to provide effective water and sediment control, barrier does not necessarily require replacement.

### DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed, as required, when construction work is complete and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer.

Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, nylon twine, and sedimentation fence, shall be removed and disposed off-site by the Contractor.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. In urban, residential, or other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). No more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent seeding or existing grasses (i.e., lawn or native grass mix).
- Sedimentation fence, stakes, and other debris shall be removed and disposed off-site. Site shall be restored to a neat and clean condition.

**CEDAR-RED 2-3 FEET**

**PINE-WHITE 5-6 FEET**

**PINE-SWISS STONE 5-6 FEET**

**MAGNOLIA-SOUTHERN 5-6 FEET**

**HOLLY-INKBERRY 2-3 FEET / #5**

**HOLLY-OAKLEAF 2-3 FEET / #5**

**HIGHBUSH BLUEBERRY 2-3 FEET / #5**

**ARROWWOOD 2-3 FEET / #5**

**SWEET PEPPERBUSH 2-3 FEET / #5**

The work under these items shall conform to the relevant provisions of Section 771 of the Standard Specifications as amended and supplemented as indicated on the drawings and the following:

**REFERENCES**

- A. ANLA: American Nursery and Landscape Association, “American Standard for Nursery Stock”, ANSI Z60.1-2004, or latest edition.
- B. AJCHN: American Joint Committee on Horticultural Nomenclature.
- C. AOAC: Association of Official Agricultural Chemists.
- D. USDA: United States Department of Agriculture, Agricultural Research Service, “USDA Plant Hardiness Zone Map”.
- E. TCIA: Tree Care Industry Association (formerly the National Arborist Association), “Standards for Pruning Shade Trees” latest edition as published by American National Standards Institute.

**QUALITY ASSURANCES**

- A. Contractor shall specialize in work outlined with a minimum of five (5) years of landscape work similar in materials, design and extent to that indicated for this project and with a record of successful landscape establishment. Installer shall maintain an experienced supervisor on the project site during all times that landscape construction is in progress. Contractor shall provide written qualification data for firms and persons to be responsible for Work, to demonstrate their capabilities and experience. Include lists of completed projects, with project names, addresses, phone numbers, and names and address of client.
- B. Chemicals including but not limited to pesticides, fertilizers, herbicides, pre-emergents, fungicides shall be applied by a licensed professional with a current Pesticide Applicator’s License in the state the work is being performed.
- C. Contractor shall provide quality, size, genus, species and variety of plants indicated on the plans, complying with applicable requirements of ANLA and AJCHN. All plants shall be nursery grown, not collected from natural vegetated areas.

- D. Do not make substitutions without written approval. If specified landscape material is not available, obtain approval for substitution from the Owner or Owner's Representative.
- E. Where formal planting arrangements are shown, select stock with uniform height and spread, and label with numbers to assure symmetry in planting.
- F. The Owner's Representative reserves the right to inspect all plant materials for compliance with specifications, and to reject unsatisfactory or defective work at any time during progress of work.

## SUBMITTALS

- A. Qualifications of Contractor performing work as noted above.
- B. At least three (3) shrubs of each variety and all trees shall be tagged with a waterproof tag bearing legible designation of botanical and common names, and all other standard products, labels and nursery certificates substantiating that plants comply with specified requirements set by ANLA were grown within USDA hardiness zones specified. All documentation shall be submitted to the Owner's Representative.
- C. Certifications and/or labels of proposed plant materials or substitutions, listing common and scientific names of each.

## SPECIAL CONDITIONS

Should discrepancies exist between plant quantities shown in the Plant List and on the Plan, quantities shown on the Plan shall govern. Contractor shall then install all plants as shown on the plan at no additional cost to the owner.

## PLANT REPLACEMENT GUARANTEE

The Contractor shall provide a guarantee covering all new plants from death or unhealthy conditions for a minimum of one (1) year including one continuous growing season. The guarantee period shall commence on the date identified as the Provisional Acceptance of the project, or relevant phase of the project, as outlined herein. Contractor shall guarantee that all plantings conform to requirements of contract documents and that all plants except transplant materials are healthy and will remain so for the guarantee period outlined herein.

Replacements shall be plants of same size and species as specified in the Plans, planted during the next growing season, with a new guarantee and maintenance service commencing on date of replacement. At any time within period of guarantee, the Landscape Architect may direct the Contractor to replace any plantings which for any reason, other than vandalism, has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired.

"Vandalism", is intended to mean any acts, whether intentional or accidental, by other persons occurring following final acceptance, which clearly result in breakage or other damage to individual plants or plant beds, and which may reasonable be considered to be beyond Contractor's reasonable control, as determined by the Owner's representative.

## MAINTENANCE

The maintenance of all plantings shall occur from time of planting through Final Acceptance, as described herein. Maintenance shall consist of keeping trees, shrub and groundcover plantings in healthy growing condition. Maintenance performed by the Contractor shall include:

1. Watering all plantings to ensure survival and healthy growth
2. Weeding, raking and removal of weeds, weed roots and old mulch from plant beds and individual tree plantings
3. Light re-mulching of planting beds and individual plants
4. Tightening guy webbing and repairing of stakes
5. Removal of trash within planting areas
6. Pruning dead, dying or errant branches
7. Replacement of dead material
8. Resetting plants to proper grades, or to upright position

Chemicals, pesticides, fungicides, insecticides or herbicides within planted areas shall be applied by personnel licensed to do so in the State where the project is located and only after obtaining written permission from the Owner's Representative. Contractor shall indicate the materials and dispensing methods, dates, time and weather conditions under which procedures will occur and traffic control including pedestrian protection.

## ACCEPTANCE OF TREES, SHRUBS AND GROUNDCOVER

### A. PROVISIONAL APPROVAL

1. Provisional approval shall be considered after planting is completed for the project or phase of a project. In order for provisional approval to be granted, the Contractor shall request in writing to the Owner's Representative that he/she is ready to have the planting reviewed. The following requirements shall be met:
2. Planting per the quantities and locations on the contract documents shall be installed and mulched.
3. A clear line defines a planting bed vs. lawn or other surface.
4. The following examples of delays in provisional approval of planting:
  - a. Improper grading
  - b. Incorrect depth of planting soil mix
  - c. Tree root flares are below finished grade
  - d. Trees planted too deep
  - e. Mulch is piled around root flare
  - f. Missing plants, incorrect locations, improper planting techniques
  - g. Improperly pruned material
  - h. Plants that in the opinion of the Landscape Architect are not showing vigorous and thriving growing conditions.

### B. FINAL ACCEPTANCE

1. In order for final acceptance to be granted, the Contractor shall request in writing to the Owner's Representative at the end of the one year plant guarantee and the following requirements shall be met.
2. Contractor shall meet obligations of the Plant Replacement Guarantee and Maintenance as defined herein prior to Final Acceptance.
3. Inspection will be made by the Owner's Representative and the Landscape Architect. Planting not demonstrating satisfactory growth, except if damaged by vandalism, as determined, by the Landscape Architect shall be replaced and maintained meeting all requirements as specified herein. Plant Replacement Guarantee shall extend one year for new replacements.
3. After all necessary corrective work has been completed, the Landscape Architect will submit in writing recommending to the Owner's Representative that Final Acceptance shall be granted with documentation information indicating which replacement plants remain under guarantee and when guarantee period ends.
4. Decision of Owner's Representative as to the necessity to replace plants or repair any defects in workmanship, or cause of any destruction or loss, impairment or failure to flourish, shall be conclusive and binding upon Contractor. Replacements shall be the same as specified. All replacements shall be planted as specified herein at Contractor's expense.
5. The Owner shall not maintain plantings until after Final Acceptance of the project or phase of project. Contractor shall not have any claim that materials have failed to flourish as a result of Owner's maintenance operations, or lack of maintenance, and shall abide by terms stated herein for guarantee and replacement of plant materials.

**TRAFFIC CONTROL SIGNAL**  
**LOCATION NO. 1**

The work under this item shall conform to the relevant provisions of Section 800 of the Standard Specifications, the 2009 Manual on Uniform Traffic Control Devices (MUTCD), and the following:

The work shall include the furnishing and installation of part or all of the following items: ATC traffic signal controller, cabinet, foundation, and concrete pad; mast arm poles with anchor bolts and foundations; signal posts and foundations; signal heads; backplates; pedestrian signals with countdown timers; digital video-based vehicle detection system; APS pedestrian push buttons; emergency preemption; all cable and wiring; ground rods, equipment grounding and bonding; service connection; and all other equipment, materials and incidental costs necessary to provide complete, fully operational traffic control signal system as specific herein and as shown on the plans. The location is as follows:

- Hayden Rowe Street (Route 85) at the Marathon School driveway

List of the major traffic signal items required at this location is included on the plans.

**Shop Drawings**

Within 30 days following execution of the Contract, the Contractor shall submit shop drawings for signal supports, a list of equipment, and manufacturer's equipment specifications to the Design Engineer in accordance with the relevant provisions of Section 815.20.

The Contractor shall submit shop drawings for signal supports, a list of equipment, and manufacturer's equipment specifications to the Engineer in accordance with the relevant provisions of Section 815.20.

No work shall be commenced by the Contractor until approval of the shop drawings and manufacturer's data has been received in writing from the Engineer. Approval of these drawings will be general in character and shall not relieve the Contractor from the responsibility of, or the necessity of, furnishing materials and workmanship conforming to the plans and specifications.

The Contractor shall deliver to the Engineer a certificate of compliance with the manufacturer for all materials purchased from the manufacturer.

**Service Connection**

The service connection shown on the plans is approximate only. The Contractor shall determine exact location from the servicing utility and arrange to complete the service connection.

The service connections shall conform to all utility company policies and practices.

Reference is made to MassDOT Detail 813.1 dated April 27, 2012, located at the end of this item, for additional requirements relative to the service connection.

The service shall include, but is not limited to, the conduit sweep from underground conduit, galvanized riser, weather and wire seals, any necessary straps and clamps, and cable from the source to the terminal within the traffic signal cabinet.

The Contractor shall be responsible for paying all electrical charges until the signal has been accepted by the Engineer.

### **Signal Turn-on**

Prior to initial turn-on of the new signals, equipment, signal displays, vehicle detection as shown on the plans and called for in these special provisions, shall be installed and operable. Applicable signs and pavement makings shall also be in place when the new signals are operational. Refer to the **FINE TUNING, ADJUSTMENT, AND TESTING PERIOD** and **FINAL INSPECTION AND ACCEPTANCE** sections in the upfront portion of this document for additional information.

### **Testing of Grounding System**

The Contractor shall perform testing of the equipment grounding system in the presence of the Design Engineer in accordance with MassDOT Standard Specifications.

### **Flashing Operation**

Changes from automatic flashing to stop-and-go operation and from stop-and-go to automatic flashing operation shall occur as set forth in the MUTCD.

### **Traffic Signal Equipment**

The traffic signal controller units, malfunction management units, cabinet power supplies, bus interface units, and all other ancillary traffic signal control components included in the traffic control cabinets shall comply with the National Electrical Manufacturers Association (NEMA) Standard No. TS 2-2016 v03.07, Traffic Controller Assemblies with National Transportation Communications for ITS Protocol (NTCIP) Requirements.

### **Traffic Signal Controllers**

The traffic controllers supplied shall conform to Section 3 “Controller Units” of the NEMA TS 2 Standard. The traffic controllers shall be supplied in a TS 2 Type 1 Configuration as required in the list of major traffic signal items included on the plans. Specifically, the controller units shall be supplied as actuated controllers with NTCIP capabilities; defined as Type A2N in Subsection 3.2 of the NEMA TS 2 Standard.

The controller units shall utilize an interface conforming to Subsection 3.3 of the NEMA TS 2 Standard. The controller units shall utilize an input/output interface conforming to the

requirements of part of Paragraph 3.3.1 for all input/output functions with terminals and Facilities (TF), Malfunction Management Unit (MMU), detector rack assembly and auxiliary devices. The controller unit shall also meet the requirements of Paragraph 3.3.6 of the NEMA TS 2 Standard.

The controller units shall be supplied with Port 1, Port 2, and Port 3 as defined by the requirements of Subsections 3.3.1, 3.3.2, and 3.3.3, respectively.

The controller units shall be keyboard-entry menu-driven units with internal time base coordination, emergency preemption and programmatic capability.

### **Malfunction Management Units**

The malfunction management units (MMU), Type 2, shall comply with Section 4 of the NEMA TS 2 standard. The MMU shall be capable of operating as either a Type 16 with 16 channels (8 vehicle, 4 pedestrian, 4 overlap) or a Type 12 with 12 channels (8 vehicle, 4 overlap). The MMU's supplied shall be configured to operate as Type 16 units.

The MMUs in either the Type 16 or Type 12 configuration shall be capable of operating in a NEMA TS 2 Type 1 cabinet, a NEMA TS 2 Type 2 cabinet, or a NEMA TS 1 cabinet without loss of functionality.

### **Detector Rack Assemblies**

The detector rack assemblies shall conform to Paragraph 5.3.4 of the NEMA TS 2 Standard. The detector rack assembly shall be supplied in a Type 2 configuration as defined in Table 5-9 of the NEMA TS 2 Standard.

### **Digital Video-Based Vehicle Detection Systems**

The Contractor shall furnish and install vehicle detection systems that detect vehicles on a roadway by processing images sent from an IP based sensor to an interface board with detector outputs that can be received by the traffic signal controller. Analog cameras (NTSC) shall not be used. These IP based traffic sensors shall be installed at the locations shown on the plans and in accordance with these specifications. The detection system shall be non-intrusive (i.e. above ground) and shall consist of:

- a. Mounting brackets
- b. IP based Traffic sensor and detection module
- c. Communications cable

The detection system, at a minimum, shall:

- Collect and store volume, speed, and classification of all vehicle types as well as bicycles and pedestrians;
- Provide stop bar detection;
- Be ATCC 5301 v02 compatible
- Be NEMA TS2 Type 1 compatible
- Provide Turning Movement counts

- Provide remote access to digital video stream
- Support remote configuration

The detection system shall be connected, via Ethernet, to the Ethernet switch in each cabinet remote viewing and configuration software/access shall be granted or turned over to the Town of Hopkinton's IT Department. The final configuration of the Digital Video detection system shall be reviewed by the Contractor and Engineer on site.

Components of the detection system shall all be the same make and model.

As a minimum, the digital video-based vehicle detection shall be supplied and installed with the following functionality:

- Shall have the capability of remotely displaying live video streams from all video detection units installed at intersections. The setup of video detection zones shall be available via remote access. The system shall log which user made any changes to the detection zone configurations.
- Shall support communication of Telemetry Data, Video Data, Alert Data, and Vehicle Identification Data to the Server via the Communication Service.
- Shall be connected to the Ethernet Switch in each Controller Cabinet.
- Shall acquire and record phase, channel, detector, pedestrian detector, pre-emption, alarm and overlap statuses at a frequency of no less than 10 times per second including whether a phase is next or has a call for service on it
- Shall read and distinguish between detector, pedestrian detection and pre-emption device information from all detectors, pedestrian detectors and pre-emption devices wired into the cabinet.
- Shall detect the failure of a detector, pedestrian detector or pre-emption device in either always high, or always low mode based on user configuration.
- Shall consist of video detection equipment at all project intersections, as shown in the Plans.
- Video detection shall consist of an IP based camera assembly and a digital video detection system.
- Every vehicular approach at every project intersection shall be included in the vehicle detection system, as shown in the Plans.
- Shall be supplied with the ability to automatically collect and process data based on the classification of vehicles.
- Shall provide 24/7 turning movement count reports.
- Shall be connected to the in-cabinet high speed communications bus within the controller cabinet.
- Shall transmit detector data to the controller unit via the in-cabinet high speed communications bus within the controller cabinet.
- Video detection installation shall be preceded by a video detection site survey conducted by the Contractor.

**Mounting Bracket** - The mounting brackets associated with the detection system shall be per the manufacturer's recommendations.

**Vehicle Detection Zones** - The Contractor shall be responsible for setting the vehicle detection zones as shown on the plans. The Contractor may be required to adjust and readjust the location of existing and proposed vehicle detection zones in the presence of the Engineer, at no additional cost, to properly set the detection areas.

**Installation-** The manufacturer of the vehicle detection system, or their representative, shall design sensor layout, placement and lens size, and supervise the installation and testing of the equipment. A factory certified representative from the supplier shall be on-site for a minimum of one day.

**Warranty, Maintenance and Support** - The vehicle detection system shall be warranted by its supplier for a minimum of two (2) years.

During the warranty period, the supplier shall provide technical support by telephone during normal business hours and request for support by telephone shall be answered by factory certified personnel within one (1) hour.

During the warranty period, certified personnel from the supplier shall be on site within seventy-two (72) hours if required.

### **Vehicle Detection Communications Cable**

The vehicle detection communications cable shall be supplied and installed per the manufacturer's recommendations.

### **Cabinet Power Supply**

Separate power supply shall be supplied and installed in the proposed TS 2 cabinets. As a minimum, the power supply shall meet all requirements of Paragraph 5.3.5 of the NEMA TS 2 Standard. The units shall be AC line powered and provide regulated DC power, unregulated AC power, a line frequency reference for the load switches and other auxiliary cabinet equipment as required.

The power supplies shall be either shelf mounted or installed as part of the detector rack assembly.

The units shall contain four LED indicators on the front panel to indicate the four outputs;

1. + 12 VDC +/- 1 VDC @ 2.0 amps,
2. + 24 VDC +/- 2 VDC @ 2.0 amps,
3. 12 VAC @ 250 milliamps, and
4. 60 Hz line frequency reference.

A test point terminal shall also be located on the unit front panel for + 24VDC and logic ground testing.

### **Surge Suppression**

The Contractor shall supply and install surge suppression in the traffic controller cabinets in accordance with the manufacturer's recommendations. At a minimum surge suppression shall be provided for loop detectors, power service, and emergency preemption.

### **Load Switches**

Load switches shall comply with Subsection 6.2 of the NEMA TS 2 standard. All load switches shall utilize optically isolated encapsulated modular solid state relays. Discrete components on circuit boards are not acceptable.

Load switch indicator lights shall be LED-type and wired on the input side of the device.

### **Flasher**

Flashers shall comply with Subsection 6.3 of the NEMA TS 2 standard and be equipped with two output indicator lights which will show flashing power out to the cabinet assembly.

### **Flash Transfer Relays**

Flash transfer relays shall comply with Subsection 6.4 of the NEMA TS 2 standard.

The field electrical loading for flash operation shall be wired through the transfer relays such that the load on the 2-circuit flasher is as balanced as possible within the limitations of the signal phasing.

### **Traffic Controller Cabinet**

Controller Cabinet shall conform to the NEMA TS 2 Standards, Section 7. Cabinet size shall be as indicated on the plans and as shown below.

| <b>NEMA TS 2<br/>Cabinet Size</b> | <b>Nominal<br/>Cabinet Size<br/>(HxWxD)*</b> | <b>Config-<br/>uration Type<br/>Table 5-2</b> | <b>Load<br/>Switch<br/>Positions</b> | <b>Flash<br/>Transfer<br/>Relays</b> | <b>BIUs<br/>Required</b> | <b>Detector<br/>Rack Type<br/>Table 5-9</b> | <b>MMU<br/>(Channels)</b> |
|-----------------------------------|----------------------------------------------|-----------------------------------------------|--------------------------------------|--------------------------------------|--------------------------|---------------------------------------------|---------------------------|
| 6                                 | 52x44x24                                     | 3                                             | 12                                   | 6                                    | 3                        | 2                                           | 16 Channel                |

\* Approximate cabinet dimensions are provided in inches.

Cabinets shall be made of aluminum.

The cabinets shall be equipped with two (2) fans for forced air cooling.

Where right-of-way allows the cabinets shall be installed with the door opening positioned in order to allow general observation of the flow of traffic and the inside of the cabinet at the same time.

The cabinet shall contain a pull-out drawer, 19 inch wide with sufficient strength to hold a laptop

computer. The top of the drawer shall be covered with a non-conductive, non-skid material and hinged such that a storage space is available to store cabinet documentation or small parts. The pull-out shelf shall be located to be useable as a place to operate a laptop computer without blocking the controller display. The back of the main door shall contain a resealable, heavy-duty opaque plastic envelope with two grommets that provide mounting to two integrated hooks. The heavy-duty plastic envelope will be used to store cabinet wiring diagrams and operations manuals that cannot be accommodated in the pull-out storage drawer.

Controller cabinet foundations shall not obstruct a sidewalk or crosswalk so that passage by physically-challenged persons is impaired.

### **GFI Duplex Outlet**

A second separate GFI protected duplex outlet shall be supplied in the controller cabinet, and mounted on the side wall of the cabinet for servicing other devices.

### **Bus Interface Units**

The Bus Interface Units (BIU) shall comply with Section 8 of the NEMA TS 2 Standard. The BIU shall be fully interchangeable with any other manufacturer's unit and interchangeable in a NEMA TS 2 Type 1 cabinet assembly.

At a minimum the BIUs shall perform the interface function between port 1 at the controller unit, the malfunction management unit (MMU), and the loop detector rack assembly and the terminal facilities. The cabinet shall be supplied with the appropriate number of BIUs required to provide an operating traffic control signal according to the plans and these specifications.

As a minimum, two LED indicators shall be provided on the BIU front panel. One indicator shall serve a dual use; as a power on indication and as a diagnostic indicator for proper operation of the device. The second indicator shall serve as a transmit indicator illuminating each time data is transmitted.

### **Ethernet Switches**

The Contractor shall furnish, install, configure, and test the ethernet switches, all cable and wiring, and all other equipment, materials and incidental costs necessary to provide a complete, fully operational network within and between the field cabinets, as shown on the Plans, and shall conduct acceptance tests for this system under this specification.

- Ethernet switches shall be a fully managed 1 Gbps, Layer 2 device.
- All accessories, including but not limited to power supplies shall be manufactured by the ethernet switch manufacturer, and shall be intended by the manufacturer to be compatible with the ethernet switches.
- Ethernet switches shall be installed in every project field cabinet as shown in the Plans.
- Ethernet switches shall be a self-contained unit be supplied and installed with the ability to support 24 hour per day unattended operation.

- Ethernet switches shall be supplied, assembled by the Contractor, configured, and tested by an authorized network installer. The Contractor shall provide credentials of the network installer to the Engineer 30 days prior to the installation of ethernet switches for review and approval.
- Ethernet switches shall be managed and hardened, of rugged design and suitable for reliable indoor/outdoor operation. The ethernet switches shall be configured for minimum maintenance and need for adjustment after initial set-up. The ethernet switches shall be rated by its manufacturer for operation over the temperature range -40C to +70C.
- Ethernet switches shall be designed to operate on a mains voltage of 120 VAC + 20 VAC.
- Ethernet switches shall have a minimum of 8 each 100/1000 Mbps copper RJ-45 ports.
  - The 8 each 10/100 Mbps Ethernet ports shall support the following network standards:
    - IEEE.802.3u 100 Base-T
    - IEEE.802.3ab 1000 Base-T
    - IEEE.802.1d Spanning Tree
    - IEEE.802.1w Rapid Spanning Tree
    - IEEE.802.1q VLAN
    - IEEE.802.1p Class of service (CoS)
    - Support for IGMP Multicast
- Ethernet switches shall allow for remote configuration and status using web based tools and a web-browser.
- LED indicators for each Ethernet ports. Indicators shall be for:
  - Power.
  - Collisions (1 LED for 10Mb or 100Mb or 1000Mb).
  - LK (steady on when twisted pair link is operational).
  - RX (Activity, flashing when port is receiving data).

Partitioning enforced after 32 consecutive collisions.

- Auto-reconnect after one packet of error free transmission.
- Ethernet switches shall have a switching method of store and forward.
- Ethernet switches shall support the following protocols:
  - RTP/ID
  - TCP/IP with full multicast support
  - DNS
  - DHCP
- Ethernet switches shall support the following network management protocols:
  - SNMP V2c
  - RMON for Ethernet agent
  - Telnet/TFTP
- Ethernet switches shall be U.L. listed.
- Ethernet switches shall include all software required for monitoring and updating the ethernet switches, including configuration changes as well as firmware updates.
- Ethernet switches shall include all items needed to form a full and complete installation, configuration and testing, including but not limited to furnishing all labor, tools, materials, mounting hardware, power supplies, cooling equipment, ethernet cables,

- power cables, software, documentation, equipment, storage, transportation, and other incidentals necessary to complete the work.
- Ethernet switches shall be installed in project field cabinets as shown on the Plans.
  - Ethernet switches shall be connected to other equipment as shown on the plans and as directed by the Engineer.
  - All hardware, cables, and other incidentals needed to install the ethernet switches shall be furnished and installed by the Contractor.
  - Ethernet switches shall be fully configured, integrated, and tested by an authorized network installer in order to form a complete, fully functional network system as required in the contract documents.
  - Ethernet switches shall be configured for supporting all Ethernet ready field equipment on separate VLANs. At a minimum, separate VLANs shall be used for each of the following types of devices:
    - Video detection system
    - Traffic signal controllers
    - Adaptive system
    - Conflict monitor unit
  - The Contractor shall coordinate with the Town of Hopkinton IT Department for programming addresses of the Ethernet switches.
  - Serial numbers and model numbers of the ethernet switches as well as all removable components thereof, shall be permanently engraved on the associated equipment.
  - The Contractor shall provide an electronic copy as well as four (4) complete sets of operation and manuals. The manuals shall, as a minimum, include the following:
    - Complete and accurate as-built schematic diagrams showing the connections between the Ethernet Switch and all other devices to which it is connected.
    - Complete parts list including names and contact information for vendors.
    - Complete maintenance and trouble-shooting procedures.
    - Login information in MS-Excel format.
  - The Contractor shall provide a network connectivity diagram showing all sites with ethernet switches on the project.

Thirty (30) days prior to installation, four (4) copies of the Contractors Installation Practices shall be submitted to the Engineer for review and approval. This shall include credentials of authorized network installer, installation methods, list of installation equipment, and test equipment. Quality control procedures shall be detailed as well as procedures for corrective action.

#### **24 Position- Fiber Optic Patch Panels**

The Contractor shall furnish, install, and test Fiber Optic Patch Panel(s) of the type specified in the contract documents or as directed by the Engineer, in accordance with these specifications.

- A. The Fiber Optic Patch Panel – 24 position shall be a stand-alone unit manufactured for mounting on wall in outdoor field cabinets.
- B. The Fiber Optic Patch Panel – 24 position shall include and be capable of accommodating a minimum of 24 LC type connector sleeves.

- C. The Fiber Optic Patch Panel - 24 position shall include and be capable of terminating up to 24 connectorized pigtails.
- D. The Fiber Optic Patch Panel shall incorporate a hinged access door.
- E. The Fiber Optic Patch Panel shall be wall mounted as required by the specific location. The patch panel shall be securely fastened in place as recommended by the manufacturer.
- F. The Fiber Optic Patch Panel – 24 Position shall include a splice tray capable of holding 24 splices, and meet the following requirements:
  - 1. Each splice tray shall be capable of holding 24 splices.
  - 2. Each splice tray shall incorporate a system to retain and provide strain relief to the fiber optic buffers tubes and connector pigtails.
  - 3. Each splice tray shall incorporate grooves where the fiber optic splices can be held in place.
  - 4. Each splice tray shall incorporate a clear snap on lid.
- G. The Fiber Optic Patch Panel shall include a restraining system to hold the splice trays securely in place.
- H. The Fiber Optic Patch Panel shall incorporate cable guides that maintain fiber strands and fiber buffer tubes bending radius greater than the minimum allowed by the fiber optic cable manufacturer.
- I. The Fiber Optic Patch Panel shall include connectorized pigtails to connect the fiber optic cable to the Fiber Optic Patch Panel front panel. The connectorized pigtails shall meet the following requirements:
  - 1. All fiber optic connectors shall be LC type with a PC (physical contact) 2.5 mm ceramic ferrule.
  - 2. The connector mean insertion loss shall be 0.3 dB and maximum 0.5 dB.
  - 3. The connector mean return loss shall be less < -59 dB and maximum of < -55 dB.
  - 4. All SC connectors shall have a durability rate of less than 0.2 dB change over 500 rematings.
  - 5. Connectors shall meet ANSI/TIA EIA-604-3A requirements.
  - 6. The fiber optic strand of the connectorized pigtail shall have matching optical properties as the fiber optic strand used on the fiber optic cable.
  - 7. The Contractor shall provide factory assembled fiber optic pigtails. Modified fiber optic patch cords will not be accepted.
- J. The Fiber Optic Patch Panel shall incorporate a restraining mechanism to hold the fiber optic cable central member and outside jacket.
- K. The Fiber Optic Patch Panel shall include all fiber optic patch cords needed to connect the patch panel to cabinet equipment. The patch cords shall be connectorized as needed to properly mate with the patch panel and all cabinet equipment.

### **Spare Equipment**

The Contractor shall provide the following spare signal equipment in the proposed traffic signal controller cabinets:

- A full complement of load switches to accommodate each available position of the back panel.
- A full complement of flash transfer relays to accommodate each available position of the back panel.

- Two (2) Bus Interface Units.
- A 25 foot RS-232 cable for communication function with a laptop computer.

### **Emergency Preemption**

The emergency vehicle preemption system be installed in the same cabinet as the controller.

The emergency vehicle preemption control system shall consist of a data-encoded phase selector to be installed within the traffic control cabinet. This unit will serve to validate, identify, classify, and record the signal from the optical detectors located on support structures at the intersection. Upon receiving a valid signal from the detector, the phase selector shall generate a preempt call to the controller initiating a preemption operation as shown on the plans.

The optical detector shall be single input, single output unit used to control one approach. All traffic signal installations shall be supplied with a minimum of two optical detectors unless otherwise noted in the major items list.

The phase selector shall be a rack-mounted plug-in four channel dual priority device. The phase selector shall plug into an empty slot in the detector rack. Programming the phase selector shall be via a PC-based computer utilizing unit specific software. One copy of software, on a CD, shall be supplied and licensed to the Town of Hopkinton. A hard copy of final programming data shall be left in the control cabinet. A complete set of interface cables for phase selector to laptop connection shall be supplied in the cabinet.

The Contractor shall install a confirmation strobe at the traffic signal location as shown on the plans. The confirmation strobe shall serve to validate to the driver of the emergency vehicle that the traffic signal has recognized the preemption call and will initiate the proper preemption sequence. The confirmation strobe shall be a white lens.

The Contractor shall be responsible for the proper programming of the phase selector, orientation of the optical detectors, and all other work necessary to provide a complete and operating emergency vehicle preemption system. The Contractor may be required to field adjust the location of the optical detectors in the presence of the Engineer to properly detect preemption calls from approaching vehicles.

### **Traffic Signal Mast Arms and Poles with Foundations**

All Mast arm poles shall be fabricated and constructed in conformance with the December 2015 MassDOT *Overhead Signal Structure & Foundation Standard Drawings* and as stated below.

Acceptance of mast arm poles will be contingent upon review and approval of shop drawings submitted by the Contractor. Longhand design calculations shall be submitted by the Contractor with the shop drawings for all Type 2 mast arm poles.

The Contractor shall provide a set of calculations, stamped by a Structural Engineer registered in the Commonwealth of Massachusetts, along with plans and specifications for review by the Project

Engineer.

The ornamental traffic signal mast arms, poles, and bases shall be manufactured by Union Metal Corporation (or approved equivalent) and shall meet or exceed the following requirements:

Pole Shaft: Tapered steel shaft, 16 Flute, with 4" x 8" handhold  
Mast Arm: Tapered Steel, 16 Flute, Curved Rigid, monotube  
Pole Base: Nostalgia Series, style "National", Two-piece split cast aluminum, with twin doors  
Pole Top: 10" decorative sphere  
Hardware: Stainless steel

For painting requirements refer to the section titled "Equipment Finish and Color".

All mast arm pole foundations shall be cored pier foundations and constructed in conformance with 2015 *MassDOT Overhead Signal Structure & Foundation Standard Drawings*. The Contractor shall be responsible for conducting borings to identify the appropriate soil type to determine the properly sized foundation, based on the requirements in Table 1 below.

**Table 1**

| <b>Boring No.</b> | <b>Arm Length</b> | <b>Soil Type</b> | <b>Foundation Diameter</b> | <b>Foundation Depth</b> |
|-------------------|-------------------|------------------|----------------------------|-------------------------|
| <i>tbd</i>        | 40'               | <i>tbd</i>       | 3'-6"                      | <i>tbd</i>              |

**Note: Where mast arm foundations are in sloped areas the foundation depths shall be increased such that the required foundation depths are fully underground.**

If ledge or unsuitable soil is encountered (i.e. on which does not apply to the design tables shown in MassDOT's standard drawings), an alternative design shall be provided by the Design Engineer. If utilities or other underground obstructions are encountered, the Contractor shall backfill the area to its original condition until an alternate design has been provided by the Design Engineer and approved by MassDOT.

No separate payment will be made for work considered incidental to the excavation, including but not limited to, mast arm foundations, dewatering, etc. but all costs in connection therewith shall be included in the contract lump sum price.

Foundations shall not obstruct a sidewalk or crosswalk so that passage by physically-challenged persons is impaired

### **Sign Mounting**

Proposed signs on mast arm poles and mast arm shafts shall be bolt mounted through the sign face. Hanging or swinging sign mountings are not allowed. Sign mounts shall be for the same design wind load required for the signal installation.

### **Posts and Bases**

Signal posts and bases shall be manufactured by Union Metal Corporation (or approved equivalent) and shall complement the mast arms and bases as to style and color.

Signal base foundations shall not obstruct a sidewalk or crosswalk so that passage by physically challenged persons is impaired.

For painting requirements refer to the section titled “Equipment Finish and Color”.

### **Signal Heads**

Signal heads mounted on mast arms shall be rigidly attached to the mast arms. All signal heads mounted overhead on mast arms shall be installed, with the bottom of the signals at the same height. All vehicle traffic signal lenses shall be 12 inches in diameter. All signal heads shall be equipped with ball and/or arrow light emitting diode (LED) modules, 5-inch non-louvered backplates, and tunnel visors as noted on the plans.

Five (5) inch non-louvered backplates and tunnel visors shall be provided on all signal heads as noted on the plans. All backplates shall include 3-inch wide, yellow reflective micro-prismatic retroreflective sheeting conforming to ASTM D4956 Type VIII or better on the outside edge of the backplates.

No portion of a pole/post mounted signal shall be less than 24 inches from the curb line. “Side arm” brackets shall be used at locations where the distance cannot be maintained with standard brackets. All brackets shall be 1-1/2” steel pipe with cast iron fittings.

### **Red, Yellow, And Green LED Vehicle Signal Module**

All signal and pedestrian displays shall be equipped with LED signal modules. All red, amber, green, and pedestrian signal housings shall conform to the following where applicable:

- ITE’s Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Arrow Traffic Signal Supplement, Dated July 1, 2007
- ITE’s Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement, Dated June 27, 2005.
- ITE’s Pedestrian and Countdown Signal Modules Compliant to PTCSI - Part 2 Light Emitting Diode (LED), Dated, February 2011
- On the MassDOT Traffic Signal Approved Equipment List

For an LED module to be installed on this project, the LED module shall have approval from the MassDOT Traffic Control Products Approved Equipment Committee and be included on the Traffic Control Products List prior to the date of this contract.

To prevent the LED module warranty from being voided, the connecting leads on the module shall not be cut. The original LED module leads shall be connected to the signal head terminal block as continuous wire without splices.

The LED signal module will be replaced or repaired by the manufacturer if it exhibits one of the following:

- A failure due to workmanship or material defects within the first 60 months of field operation.
- A greater than 40 percent light output degradation or a fall below the minimum intensity levels (as defined by the latest ITE performance specifications) within the first 36 months of field operation

### **Pedestrian Heads**

Pedestrian heads shall be 16 inch pedestrian signals with countdown timer, and shall be an illuminated L.E.D. type displaying the graphical symbols of a walking person and/or upraised hand. The countdown module display shall only begin at the start of the flashing “DON’T WALK” and shall exhibit the number of seconds remaining throughout the flashing “DON’T WALK” interval, and blank out during the steady “DON’T WALK” interval. The countdown module shall be automatically set by the intersection controller based upon the “DON’T WALK” signal intervals only. The countdown module shall continuously monitor the intersection controller for any changes to the pedestrian phase timing, and reprogram itself automatically.

The pedestrian signal housings shall be made of aluminum with cap visors.

### **Accessible Pedestrian Signal Pushbuttons**

The Contractor shall furnish and install Accessible Pedestrian Signal (APS) pushbuttons. These APS pushbuttons shall provide information in non-visual formats (such as audible tones, speech messages, and/or vibrating surfaces). The APS pushbuttons shall be compliant with the 2009 MUTCD. At a minimum the APS pushbuttons shall be provided with the following features:

- Pushbutton locator tone
- A visible and audible indicator that the button press has occurred
- A vibro-tactile arrow
- A percussive tone for the “WALKING PERSON” indication

The APS pushbuttons shall provide visually disabled pedestrians with a locator tone that will allow them to find the pushbutton to activate the walk signal. Once the pushbutton call has been placed, the signal will provide both an audible and tactile response during the related “WALK” portion of the cycle. A sunlight visible LED latches “ON” to confirm the button has been pushed. The audible response shall be a percussive tone.

**Housing and Pushbutton Unit** – Shall meet the following minimum requirements:

- Constructed of cast aluminum with a powder coated finish.
- Highly vandal resistant and pressure activated with essentially no moving parts.
- Pushbutton must be able to withstand an impact from a baseball bat or hammer.
- Operating temperature range -34 degrees Celsius to 65 degrees Celsius.

- Operating voltage range 12 to 36 VDC.
- Button cap must be made of solid 316 stainless steel.
- Pushbutton must activate with 5 lbs of force or less.
- Unit must have an LED display to give indication that of pushbutton being pushed.
- Pushbutton must fully operate immediately after being completely immersed in water for 5 minutes (electrical terminals isolated from water).
- Pushbutton must not allow ice to form such that it would impede function of pushbutton or pushbutton cap.
- All switch electronics must be sealed within the housing.
- All sounds shall emanate from the back of the of the APS pushbutton unit via a weatherproof speaker that is protected by a vandal resistant screen.

**Tactile Arrows and Locator Tones** – Shall meet the following minimum requirements:

- APS pushbuttons shall incorporate a locator tone at the pushbutton the locator tone, measured at 3 feet from the APS pushbutton, shall be 2dB minimum and 5dB maximum above ambient noise level in standard operation and shall be responsive to ambient noise level changes. Locator tone shall consist of multiple frequencies with a dominant component of 880Hz. The duration of the locator tone shall be 0.15s and shall repeat at intervals of 0.15s. The locator tone shall be active during the pedestrian clearance and DON'T WALK intervals.
- APS pushbuttons shall be a minimum of 2 inches across in diameter and shall contract visually with their housing and mounting.
- APS pushbuttons shall include a vibro-tactile arrow aligned parallel to the crosswalk direction. The arrow shall be raised 0.03 inches minimum and shall be 1.5 inches minimum in length. The arrow head shall be open at 45 degrees to the shaft and shall be 33 percent of the length of the shaft. Stroke width shall be 10 percent minimum and 15 percent maximum of arrow length. The arrow shall contrast with the background.
- The arrow shall vibrate during the “WALK” portion of the cycle and ending at the beginning of the pedestrian clearance interval.

**Audible Walk Indication** – The audible walk indication shall be a percussion tone. The audible walk tone indication shall start at the beginning of the “WALK” portion and ending at the beginning of the pedestrian clearance interval. Note: The audible walk tone indications shall only be heard when the APS pushbutton is pressed by a pedestrian. The percussion tone shall repeat at eight to ten ticks per second.

**Mounting Requirements** - A maximum mounting height of 42 inches above the finish sidewalk grade shall be used for APS pedestrian pushbuttons.

The Contractor is hereby notified that they are ultimately responsible for constructing all pedestrian push button elements (clear ground space, forward and side arm reaches) in strict compliance with the current AAB rules, regulations and standards. The Contractor shall use

extension brackets to mount pedestrian pushbuttons located on mast arm assemblies and/or posts located behind curb to obtain the minimum forward reach or side reach, if approved or directed by the Engineer. Pushbuttons shall not be mounted to ornamental bases.

All construction elements in this project associated with pedestrian push buttons are controlled by 521CMR – Rules and Regulations of the Architectural Access Board.

The Contractor shall establish clear ground space at all pedestrian push button locations, and shall set arm reach lengths according to the AAB rules.

The project has been designed to conform to all AAB rules, and the Engineer is not aware of any required variances for the work presented on the design plans. The Contractor shall notify the Engineer of any project element related to the pedestrian push buttons that will not comply with 521 CMR prior to constructing said pedestrian push button elements.

**Installation** - The APS pushbuttons shall be installed by Contractor and as recommended by the manufacturer and documented in installation materials provided by the manufacturer. The Contractor shall be responsible for the proper programming of the APS pushbuttons, orientation of the pushbuttons, and all other work necessary to provide a complete and operational APS pushbutton system. The Contractor may be required to adjust volume levels as directed by the Engineer. When the setup is complete and the APS pushbuttons are ready for operation, the values of all parameters that were set during the process shall be delivered to the Engineer in printed and computer-readable form.

**Warranty** - Each APS pushbutton shall be warranted free from defects in material and workmanship for a period of at least 2 years from the date of installation by the Contractor and acceptance from the Town.

During the warranty period, technical support shall be available from the supplier to the Town via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel without charge.

### **Software**

All local controller, malfunction management unit, preemption units, and amplifier software shall be supplied with the latest available revision. Any software upgrades released by the manufacturer shall be supplied at no charge to the Owner for a period of five years after acceptance of the traffic signal installations.

### **Data Base Programming**

Each programmable local hardware component (i.e., controller, malfunction management unit, preemption unit) shall be initially programmed by the Contractor based on information contained on the plans. Three sets of hard copy programming per device shall be supplied by the Contractor.

The Contractor shall supply an 8½"x17" laminated copy of the traffic signal design plans and sequence and timing chart to be left in the cabinet's documentation envelope mounted on the inside of the cabinet door.

### **Equipment Finish and Color**

All proposed traffic signal equipment including but not limited to signal posts, bases, pedestrian heads, signal heads, visors (outside), doors, mast arms, controller cabinets (exterior); pushbutton saddles, service meter socket boxes, optical preemption detectors, hardware, and rigid mounting brackets for signals and signs shall be colored. The front of the signal housings shall be **POLISHED BLACK, 65% GLOSS**. Controller cabinet interiors shall be painted **WHITE** or unpainted. The Contractor shall submit to the Engineer and the Town for approval, paint chips and sample finishes on steel and aluminum of the intended color prior to any work being done under this heading.

Signal heads, doors, visors, mounting brackets, and hardware supplied direct from the manufacturer in the color stipulated above may be acceptable provided it meets or exceeds the finish process for the material indicated below.

### **Steel Equipment**

#### *Galvanizing*

All bolts, screws, nuts, rods and washers shall be galvanized in accordance with AASHTO M232 and the Standard Specifications. The hardened machine screws may be electroplate galvanized. Stainless steel studs, bolts, screws, nuts, straps and washers shall not be galvanized. Galvanized hardware need not be painted; however, the ends of bolts, nuts, and washers shall be painted in the field according to section "Touch-up and Repairs."

Immediately prior to galvanizing, the steel shall be immersed in a bath of zinc ammonium chloride. The dry kettle galvanizing process shall be used.

All steel components, other than above, shall be galvanized after fabrication in accordance with AASHTO M111. The galvanizing bath shall contain nickel (0.05% to 0.09% by weight).

Galvanized members requiring shop assembly shall be welded and drilled prior to galvanizing.

#### *Coating Over Galvanized Steel*

Prior to painting, the applicator shall ensure that all components are smooth and without sharp protrusions that would present an injury hazard to pedestrians. Also, the fabricator shall ensure that all welds shall be cleaned thoroughly in accordance with good practice and according to AWD D1.5 and ASTM A123-89a and shall have a suitable surface to accept the galvanizing.

In preparation for the two coat painting system, the surface shall be blast cleaned in accordance with the requirements of SSPC SP7 "Brush-Off Blast Cleaning" or other method producing equivalent results and uniform profile, to achieve a 1.0 to 1.5 mils anchor profile as indicated by a Keane Tator profile comparator or similar device. The creation of the anchor profile shall be performed prior to the formation of "white rust" on the galvanized surface.

Following blast cleaning, the zinc coating thickness shall be measured to verify that the coating thickness is in accordance with AASHTO M111.

A two-coat painting system shall be applied by the Galvanizer in his own facility within twelve hours of galvanizing the steel components.

The prime coat material shall be a polyamide epoxy applied to minimum dry film thickness of 2.0 to 4.0 mils (0.002-0.004 in.) and force cured as given below for the finish coat.

The finish coat material shall be a two component, catalyzed aliphatic urethane applied by airless spray to a minimum dry film thickness of 4.0 mils.

The color shall be **POLISHED BLACK, 65% GLOSS**. The fabricator shall submit to the Engineer for approval, paint chips of the intended color prior to any work being done under this heading.

All finish coat material shall be applied under conditions within the following tolerances:

Air Temperature      50°F min.,                      90°F max.

Surface Temperature   50°F min.,                      100°F max.

Surface temperature must be at least 5°F above the dew point.

The finish coat shall be cured in a booth capable of maintaining 150°F for 2-4 hours.

#### *Touch-up and Repairs*

Should any damage occur to the galvanized coating during shipping or handling at the job site, the Contractor shall repair and touch-up any damaged areas to the satisfaction of the Engineer and the following:

Touch-up of galvanizing before the finish coat is applied shall be accomplished by applying galvanizing repair paint. The dry film thickness of the applied repair paint shall not be less than 4.0 mils.

Applications shall be in accordance with the manufacturer's instruction.

Field touch-up procedures shall conform to the recommendations of the Galvanizer. Touch-up of the finish coat shall be by applying a coating of a two-part urethane, as supplied by the Galvanizer, to achieve a dry film thickness of at least 4.0 mils. Prior to the application of the paint, remove all damaged coatings down to a solidly adhered coating and apply galvanizing repair paint as primer. Allow the primer to dry for at least 4 hours prior to top coating.

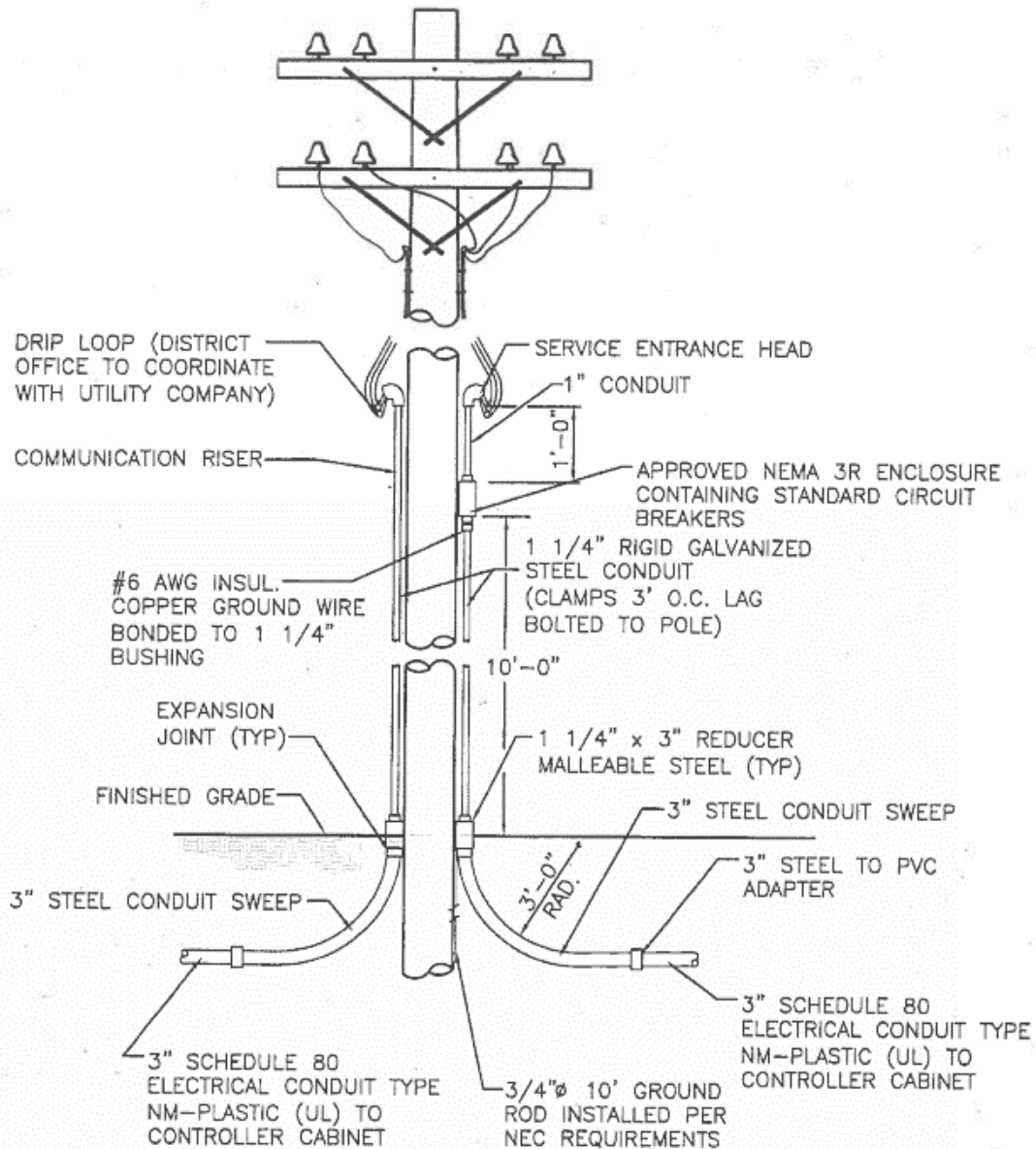
The Contractor shall also use the touch-up paint material and procedures to paint the galvanized hardware used in field erection that has not been finish coated previously.

## Aluminum Equipment

All aluminum equipment called for shall have a powder coat finish **POLISHED BLACK, 65% GLOSS** in color. The coating shall be a polyester-TGIC (triglycidyl isocyanurat) resin system conforming to the following:

| Quality               | Test                                                                   | Limits                                                                             |
|-----------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Abrasion              | Taber abraser CS-10, 1000 gram load, 1000 cycle, ASTM D4060            | 100 mg. Maximum weight loss                                                        |
| Adhesion              | ASTM D .59<br>Initial<br>1000 hours                                    | 5A<br>5A                                                                           |
| Gloss                 | ASTM D 523<br>60° - 600 hours<br>60° - 1000 hours                      | 82% retention<br>90% retention (washed)                                            |
| Hardness              | ASTM D 3363                                                            | 2H – No Gouge                                                                      |
| Impact                | ASTM D 2794 Direct                                                     | Pass 80 inch-lb.                                                                   |
| Salt Spray Resistance | ASTM B 177<br>ASTM D 1654<br>1000 hours unscribed<br>400 hours scribed | Table 2-10<br>Table 1-10                                                           |
| Weather Resistant     | ASTM G 23, 1000 hours, 18 min. waterspray, 102 min. light              | No film failure                                                                    |
| Color                 | <b>POLISHED BLACK, 65% GLOSS</b>                                       |                                                                                    |
| Identify              | Infrared fingerprint                                                   | Match                                                                              |
| Flexibility           | 180° bend; ½” dia, mandrel within 10 seconds                           | No breaks, flaking or cracks. Tested with a Q-panel with 2 mils or less of coating |
| Humidity              | ASTM D 2247, 1000 hours                                                | No blister or film failure                                                         |
| Thickness             |                                                                        | 4 mils +/- 1 mils                                                                  |
| Mar Resistance        |                                                                        | Good                                                                               |

A Certificate of Compliance of the powder coating system is required for the Engineer’s approval.



NOTE:  
SPECIFIC ATTACHMENT AND CONNECTION REQUIREMENTS MAY VARY.  
COORDINATION WITH THE LOCAL UTILITY COMPANY IS REQUIRED BY  
THE CONTRACTOR.

*DRAFT*



### TRAFFIC SIGNAL SERVICE CONNECTION - OVERHEAD

|                    |                |
|--------------------|----------------|
| DATE ISSUED        | APR 27, 2012   |
| DRAWING NUMBER     | <b>813.1.0</b> |
| OLD DRAWING NUMBER |                |

**RECTANGULAR RAPID FLASHING BEACON**  
**REMOVED AND RESET**

Work under this item shall conform to the relevant provisions of Section 800 of the Standard Specifications, the 2009 Manual on Uniform Traffic Control Devices (MUTCD), and the following:

The work shall include the careful removing and resetting of part or all of the following items: side-of-post mounted control cabinets; ornamental signal posts and foundations; ornamental mast arm with anchor bolts and foundation; dual rectangular yellow beacons; APS pedestrian push buttons; back-up battery system; solar panels; wireless communication units; all cable and wiring; ground rods, equipment grounding and bonding; and all other equipment, materials and incidental costs necessary to provide complete, fully operational solar-powered or AC powered, pedestrian actuated, rectangular rapid flashing beacon (RRFB) system as specific herein and as shown on the plans. Any parts that are not functioning properly or are damaged during the removal or resetting process will be replaced at no additional cost.

**4 INCH REFLECTORIZED WHITE LINE**  
**(THERMOPLASTIC)**

The 4-inch lines shall conform to the requirements for MassDOT Item 866.106 with the exception that the width of the lines shall be 4 inches.

The work shall consist of the furnishing and the application of pavement markings to all existing areas with pavement markings that were disturbed during construction. The striping locations shall be approved by a Town representative prior to installation.

**4 INCH REFLECTORIZED YELLOW LINE**  
**(THERMOPLASTIC)**

The 4-inch lines shall conform to the requirements for MassDOT Item 867.106 with the exception that the width of the lines shall be 4 inches.

The work shall consist of the furnishing and the application of pavement markings to all existing areas with pavement markings that were disturbed during construction. The striping locations shall be approved by a Town representative prior to installation.

### **SIGN POLE 2-INCH STEEL – TOWN STANDARD**

The work under this item shall conform to the relevant provisions of Section 840 of the Standard Specifications, and the following:

All new sign poles shall be Schedule 40 Black Iron pipe with an aluminum industrial coating so the pipe can be reheated for straightening. The size of the pipe shall 12 feet long x 2 inch I.D. round. All poles shall be polyester powder coat painted gloss black. The bottom of the posts shall be deformed to provide for anti-rotation.

All sign poles shall be installed with a 12 inch x 12 inch cement concrete foundation, with a minimum depth of 2.5 feet. In cement concrete sidewalks the Contractor shall install pre-molded bitumastic filler. The sign pole shall be centered in the foundation with a 7 foot distance from the finished surface to the bottom of the sign and not less than 18 inches from the face of curb, unless otherwise directed by the Engineer.

## **MATERIAL TESTING**

The work under this item shall conform to the relevant provisions of Sections 150, 400 and 901 of the Standard Specifications and the following:

The Contractor shall secure the services of an independent full-service testing agency specializing in testing, inspection of construction materials and practices. The testing agency shall provide testing of the borrow materials, base and sub-base, hot mix asphalt (HMA) pavements, and concrete foundations to document conformance with the specifications.

Testing shall include, but is not limited to, the following:

Shop Drawing Approval of Borrow Materials (gravel borrow, special borrow and dense graded crushed stone) - Samples, sieve analysis and proctor results shall be provided for all materials to be used on the project. This information will be submitted as part of the Shop Drawings for said materials.

Controlled Fills — Tests for compaction of Gravel Borrow, Special Borrow and Dense Graded Crushed Stone, the materials shall be field-tested utilizing a nuclear densometer (ASTM D2922) or Sand Cone Method (ASTM D1556). These tests shall confirm that the minimum required compaction has been reached prior to placing additional fill above the tested material. Compaction tests for each material shall occur at a minimum of every 500 feet as measured along the roadway construction baseline. Locations of the compaction tests for each material shall be determined by the Engineer.

HMA pavements (for Item 460) — Job mix formula and tests for temperature, thickness and bulk density using a nuclear densometer. These tests shall confirm that HMA material is being placed within MassDOT's standard requirements and that the minimum required compaction has been reached prior to completion of rolling/back rolling. Compaction tests for each pavement lift shall occur at a minimum of every 250 feet as measured along the roadway construction baseline until compaction criteria is satisfied.

Concrete foundations (for traffic signal mast arm foundations) — MCIB and ACI certified technicians shall perform standard slump, temperature, and air content tests during the placement of concrete for each of the proposed mast arm foundations. The technicians shall also fabricate five (5) test cylinders for compressive strength tests. Test cylinders shall be transported to a concrete laboratory and stored in a curing room until compressive strength tests are performed at seven (7) days, fourteen (14) days and twenty-eight (28) days. Tests shall confirm that a minimum of 90% compressive strength has been achieved before loading the mast arm foundations with traffic signal equipment.

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**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Hopkinton Wetlands Protection Bylaw

Provided by MassDEP:  
188-1840  
MassDEP File #

eDEP Transaction #  
Hopkinton  
City/Town

**A. General Information**

**Please note:**  
this form has  
been modified  
with added  
space to  
accommodate  
the Registry  
of Deeds  
Requirements

**Important:**  
When filling  
out forms on  
the  
computer,  
use only the  
tab key to  
move your  
cursor - do  
not use the  
return key.



1. From: Hopkinton  
Conservation Commission
2. This issuance is for  
(check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:
- |                          |                |              |
|--------------------------|----------------|--------------|
| <u>Elaine</u>            | <u>Lazarus</u> |              |
| a. First Name            | b. Last Name   |              |
| <u>Town of Hopkinton</u> |                |              |
| c. Organization          |                |              |
| <u>18 Main Street</u>    |                |              |
| d. Mailing Address       |                |              |
| <u>Hopkinton</u>         | <u>MA</u>      | <u>01748</u> |
| e. City/Town             | f. State       | g. Zip Code  |

4. Property Owner (if different from applicant):

|                    |              |             |
|--------------------|--------------|-------------|
| <u></u>            | <u></u>      |             |
| a. First Name      | b. Last Name |             |
| <u></u>            |              |             |
| c. Organization    |              |             |
| <u></u>            |              |             |
| d. Mailing Address |              |             |
| <u></u>            | <u></u>      | <u></u>     |
| e. City/Town       | f. State     | g. Zip Code |

5. Project Location:

|                                              |                                |                  |
|----------------------------------------------|--------------------------------|------------------|
| <u>129 Hayden Rowe &amp; Hayden Rowe ROW</u> | <u>Hopkinton</u>               |                  |
| a. Street Address                            | b. City/Town                   |                  |
| <u>U23 &amp; Right-of-Way</u>                | <u>28/0 &amp; Right-of-Way</u> |                  |
| c. Assessors Map/Plat Number                 | d. Parcel/Lot Number           |                  |
| Latitude and Longitude, if known:            | <u>42.21392</u>                | <u>-71.51497</u> |
|                                              | d. Latitude                    | e. Longitude     |



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**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Middlesex

a. County

65836

c. Book

b. Certificate Number (if registered land)

134

d. Page

7. Dates: November 26, 2024 February 11, 2025 February 25, 2025  
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Preliminary Plan Set for Hayden Rowe Street

a. Plan Title

VHB

b. Prepared By

January 15, 2025

d. Final Revision Date

Gregory J. Russell, P.E.

c. Signed and Stamped by

1" = 20'

e. Scale

f. Additional Plan or Document Title

g. Date

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution  
d. ☒ Private Water Supply e. ☐ Fisheries f. ☒ Protection of Wildlife Habitat  
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved subject to:**

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

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**B. Findings (cont.)**

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 1.8  
a. linear feet

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

| Resource Area                                                    | Proposed Alteration | Permitted Alteration | Proposed Replacement | Permitted Replacement |
|------------------------------------------------------------------|---------------------|----------------------|----------------------|-----------------------|
| 4. <input type="checkbox"/> Bank                                 | a. linear feet      | b. linear feet       | c. linear feet       | d. linear feet        |
| 5. <input type="checkbox"/> Bordering Vegetated Wetland          | a. square feet      | b. square feet       | c. square feet       | d. square feet        |
| 6. <input type="checkbox"/> Land Under Waterbodies and Waterways | a. square feet      | b. square feet       | c. square feet       | d. square feet        |
|                                                                  | e. c/y dredged      | f. c/y dredged       |                      |                       |
| 7. <input type="checkbox"/> Bordering Land Subject to Flooding   | a. square feet      | b. square feet       | c. square feet       | d. square feet        |
| Cubic Feet Flood Storage                                         | e. cubic feet       | f. cubic feet        | g. cubic feet        | h. cubic feet         |
| 8. <input type="checkbox"/> Isolated Land Subject to Flooding    | a. square feet      | b. square feet       |                      |                       |
| Cubic Feet Flood Storage                                         | c. cubic feet       | d. cubic feet        | e. cubic feet        | f. cubic feet         |
| 9. <input type="checkbox"/> Riverfront Area                      | a. total sq. feet   | b. total sq. feet    |                      |                       |
| Sq ft within 100 ft                                              | c. square feet      | d. square feet       | e. square feet       | f. square feet        |
| Sq ft between 100-200 ft                                         | g. square feet      | h. square feet       | i. square feet       | j. square feet        |



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

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**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

|                                                                    | Proposed<br>Alteration                                                                                                          | Permitted<br>Alteration | Proposed<br>Replacement            | Permitted<br>Replacement           |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------|------------------------------------|
| 10. <input type="checkbox"/> Designated Port Areas                 | Indicate size under Land Under the Ocean, below                                                                                 |                         |                                    |                                    |
| 11. <input type="checkbox"/> Land Under the Ocean                  | a. square feet                                                                                                                  | b. square feet          |                                    |                                    |
|                                                                    | c. c/y dredged                                                                                                                  | d. c/y dredged          |                                    |                                    |
| 12. <input type="checkbox"/> Barrier Beaches                       | Indicate size under Coastal Beaches and/or Coastal Dunes below                                                                  |                         |                                    |                                    |
| 13. <input type="checkbox"/> Coastal Beaches                       | a. square feet                                                                                                                  | b. square feet          | c. <sup>cu yd</sup><br>nourishment | d. <sup>cu yd</sup><br>nourishment |
| 14. <input type="checkbox"/> Coastal Dunes                         | a. square feet                                                                                                                  | b. square feet          | c. <sup>cu yd</sup><br>nourishment | d. <sup>cu yd</sup><br>nourishment |
| 15. <input type="checkbox"/> Coastal Banks                         | a. linear feet                                                                                                                  | b. linear feet          |                                    |                                    |
| 16. <input type="checkbox"/> Rocky Intertidal Shores               | a. square feet                                                                                                                  | b. square feet          |                                    |                                    |
| 17. <input type="checkbox"/> Salt Marshes                          | a. square feet                                                                                                                  | b. square feet          | c. square feet                     | d. square feet                     |
| 18. <input type="checkbox"/> Land Under Salt Ponds                 | a. square feet                                                                                                                  | b. square feet          |                                    |                                    |
|                                                                    | c. c/y dredged                                                                                                                  | d. c/y dredged          |                                    |                                    |
| 19. <input type="checkbox"/> Land Containing Shellfish             | a. square feet                                                                                                                  | b. square feet          | c. square feet                     | d. square feet                     |
| 20. <input type="checkbox"/> Fish Runs                             | Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above |                         |                                    |                                    |
|                                                                    | a. c/y dredged                                                                                                                  | b. c/y dredged          |                                    |                                    |
| 21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage | a. square feet                                                                                                                  | b. square feet          |                                    |                                    |
| 22. <input type="checkbox"/> Riverfront Area                       | a. total sq. feet                                                                                                               | b. total sq. feet       |                                    |                                    |
| Sq ft within 100 ft                                                | c. square feet                                                                                                                  | d. square feet          | e. square feet                     | f. square feet                     |
| Sq ft between 100-200 ft                                           | g. square feet                                                                                                                  | h. square feet          | i. square feet                     | j. square feet                     |



Massachusetts Department of Environmental Protection  
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**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement \*:

a. square feet of BVW

b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on \_\_\_\_\_ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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Bureau of Resource Protection - Wetlands**

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**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,  

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number                      188-1840                      "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
  - (1) ☒ is subject to the Massachusetts Stormwater Standards
  - (2) ☐ is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
  - i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

**See Attached Special Conditions: 21 - 72**

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The Hopkinton Conservation Commission hereby finds (check one that applies):  
Conservation Commission

- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Town of Hopkinton Wetlands Protection Bylaw

Chapter 206

1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

**See Attached Special Conditions: 21 - 72**



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**E. Signatures**

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

By vote on February 11, 2025 approving this Order of Conditions, the individuals listed below have authorized the Environmental and Inspectional Services Coordinator to sign on their behalf pursuant to the signature authorization recorded with the Middlesex South Registry of Deeds in Book 77975, Page 539. They also intend for their typed names below to serve as their electronic signatures for any entity (such as MassDEP) that accepts electronic signatures.

February 25, 2025  
1. Date of Issuance

Seven  
2. Number of Signers

/s/ Melissa Recos

Signature

\_\_\_\_\_  
Melissa Recos

Printed Name

/s/ Ted Barker-Hook

Signature

\_\_\_\_\_  
Ted Barker-Hook

Printed Name

/s/ Janine LeBlanc

Signature

\_\_\_\_\_  
Janine LeBlanc

Printed Name

/s/ Ed Harrow

Signature

\_\_\_\_\_  
Ed Harrow

Printed Name

/s/ Jim Ciriello

Signature

\_\_\_\_\_  
Jim Ciriello

Printed Name

/s/ Matt Moyen

Signature

\_\_\_\_\_  
Matt Moyen

Printed Name

/s/ Heather Burton

Signature

\_\_\_\_\_  
Heather Burton

Printed Name

Anna Rogers  
Signature

Anna Rogers

Anna Rogers, for the Conservation Commission pursuant to the above-referenced authorization

☒ by hand delivery on

February 25, 2025  
Date

☐ by certified mail, return receipt requested, on

\_\_\_\_\_  
Date



**Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Hopkinton Wetlands Protection Bylaw

Provided by MassDEP:  
**188-1840**  
MassDEP File #

eDEP Transaction #  
**Hopkinton**  
City/Town

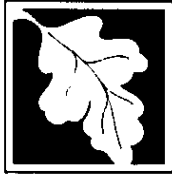
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## **F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
And Town of Hopkinton Wetlands Protection Bylaw

Provided by MassDEP:  
188-1840  
MassDEP File #

eDEP Transaction #  
Hopkinton  
City/Town

**G. Recording Information**

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

### Finding of Fact

The Hopkinton Conservation Commission (Commission), in its review of the proposed project, has determined the following facts:

1. The approved Project consists of roadway maintenance, traffic improvements, and widening existing portions of Hayden Rowe, with associated minor grading and vegetation removal.
2. The Project as proposed, will result in the following impacts to Areas Subject to Jurisdiction under the Hopkinton Wetlands Protection Bylaw and/or the MA Wetlands Protection Act:
  - 21,523 s.f. of temporary impact to the buffer zone, of which 7,096 sf is within 0 – 25 feet to the resource area.
  - 10,658 s.f. of permanent impact to the buffer zone, of which 4,865 sf is within 0 – 25 feet to the resource area.
3. By unanimous vote, the Commission finds that the applicant has “shown by a preponderance of the evidence that the nature of the proposed work, special design measures, construction controls, site conditions, and stormwater management best management practices to the maximum extent practicable will prevent further alteration of the resource area, and will cause no significant harm to the areas or values protected by the Bylaw” (Regulations Section 3.6.3).

### Special Conditions

The work shall conform to the following plans, documents, and special conditions.

21. Plans and documents:
  - WPA Form 3 – Notice of Intent, prepared by LEC Environmental Consultants, Inc., signed by Elaine Lazarus and Claire Hooeboom, dated November 21, 2024.
  - Notice of Intent Application, prepared by LEC Environmental Consultants, Inc., signed by Claire Hooeboom and Ann Marton, dated November 26, 2024.
  - Plan titled “*Preliminary Plan Set for Hayden Rowe Street*” prepared by VHB, stamped by Gregory J. Russell, P.E., dated November 2024 and revised on January 15, 2025.
  - Document titled “*Stormwater Management Memorandum*” prepared by VHB, dated November 22, 2024.
  - Letter titled “*Response to Peer Review*”, prepared by LEC Environmental Consultants, Inc., signed by Claire Hooeboom and Ann Marton, dated November 26, 2024.
  - Email titled “*MassDEP NOI File Number*” prepared by MassDEP, dated December 20, 2024.
22. All work shall be performed in accordance with the Notice of Intent (NOI) application and supplemental information submitted to the Hopkinton Conservation Commission (Commission). To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the NOI, the conditions shall control.

### GENERAL CONDITIONS

23. All decisions of the Commission issued under the Town of Hopkinton Wetlands Protection Bylaw (Bylaw) shall be deemed tentative decisions subject to the procedure for reconsideration and review set forth in the Bylaw (Chapter 206-8.1 of the Town of Hopkinton General Bylaw). A decision of the Commission shall be reviewable in the Superior Court in accordance with MGL c. 249, § 4.
24. This Order shall apply to all successors in control or successors in interest of the property described in the Notice of Intent and accompanying plans.

25. The members and agents of the Commission shall have the right to enter the site at any time to verify compliance with the Order or to perform their duties under the Wetlands Protection Act and Bylaw, and to require the submittal of additional data deemed necessary by the Commission for that verification.
26. Any changes in the plans affecting wetland resources, the 100-foot wetland buffer zone, the 125-foot vernal pool buffer zone, or the riverfront zone (including changes to the size, position, or orientation of buildings), or any deviation in construction from the plans (see condition 21, above), shall require the applicant to file a project change request with the Conservation Commission with a written inquiry as to whether the change is substantial enough to require filing of a new Notice of Intent. The Commission will either determine that the proposed change is an insignificant project change, or that the applicant would need to submit either an Amended Notice of Intent or a new Notice of Intent application for review.
27. A Commission member or agent shall have the right to halt all work on the site if the Commissioner or agent determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply, and has so notified the applicant in writing.
28. This Order does not authorize any injury to private property or the invasion of private property rights.
29. Any damage caused as a direct result of this project shall be the responsibility of the applicant to repair, replace, or otherwise compensate the injured party.
30. This document shall be included in all construction contracts and subcontracts dealing with the work proposed, and shall supersede any conflicting contract requirements. It shall be available at all times at the project site for easy reference. The applicant shall inform each and every contractor or subcontractor working on the site of the existence and content of the Order, and is responsible for their adherence to these conditions.
31. If unforeseen problems occur during construction which may impact the statutory interests of the Wetlands Protection Act or the Town of Hopkinton Wetlands Protection Bylaw, upon discovery by either the Conservation Commission, its agent, or the applicant, the Commission shall be notified immediately, and an immediate meeting shall be held between the Commission or its agent, the applicant, and other concerned parties to determine the correct measures to be employed. The applicant shall then act to correct the problems using the corrective measures agreed upon. Subsequent to resolution, the activity and resulting actions shall be documented in writing.

## **BEFORE CONSTRUCTION**

32. No work shall commence until the Order of Conditions is recorded on the deed of the subject property or properties with the Middlesex Registry of Deeds. The book and page reference for said recording shall be provided to the Commission. If work is begun before this Order of Conditions has been recorded, an Enforcement Order requiring that the applicant cease and desist all work on the site within the area covered by the Act and the Bylaw will be issued.
33. The Commission shall be notified when the construction contract for the project has been awarded. Notification shall include the name, address, and contact information for the contractor, along with an estimated start date for the project.
34. Prior to the commencement of construction on site, the applicant shall submit one full set and one one-half-size set of construction documents to the Commission for their review and approval. Changes between the plans approved by this Order (see Condition 21, above) and the construction documents shall be described in writing where those changes fall within the 100-foot wetland buffer zone, the 125-foot vernal pool buffer zone, the 200-foot Riverfront Area, or a wetland resource area.

35. A detailed construction sequence shall be submitted to the Commission by the site contractor for the Commission's review and approval. This sequence shall be followed throughout the course of the construction and shall be altered only with prior review by and written approval from the Commission.
36. The applicant shall notify the Commission in writing a minimum of four business days prior to the commencement of any activity on the site and shall advise the Commission in writing of the name(s) and telephone numbers of the project manager(s) responsible on site for compliance with this Order.
37. Before the commencement of construction on site, the applicant shall designate a location for the washout of concrete pouring equipment (if required) and inform the Commission. Such location shall be outside the 100-foot wetland buffer zone and outside any 125-foot vernal pool buffer zone.
38. Prior to the commencement of construction on site, the applicant shall designate location(s) for the stockpiling of all soils or excavation materials and inform the Commission. Such location shall be outside the 100-foot wetland buffer zone and any 125-foot vernal pool buffer zone and at least 100 feet from other drainage ways wherever possible. If stockpiling of soil or excavation materials within the buffer zone becomes necessary, stockpile locations shall be identified by the applicant and their location approved by the Commission or its agent in advance of the stockpiling. All stockpiled materials shall be surrounded with properly installed hay bale and silt fence barriers. Stockpiles to remain in place for longer than 30 days shall be covered or seeded for temporary stabilization.
39. Prior to the commencement of construction on site, the limits of wetland resource areas within 200 feet of any construction activities shall be flagged with surveyor's tape. Flags shall remain in place during construction to allow the contractor and the Commission to readily see the wetland edge throughout construction. Such markers shall be checked and replaced as necessary and shall be maintained until all construction is complete. All flags used for wetland identification shall be of a different color from other flagging used on the site.
40. No less than one week prior to the commencement of construction on the site, the applicant shall designate a qualified individual responsible for the installation and maintenance of all erosion control devices to serve during the construction process. The erosion control inspector shall provide proof of successful completion of the EPA's Construction Inspection Training Course or shall have an up-to-date certification from a training provider meeting minimum requirements specified in the CGP part 6.3.b in order to be considered a "qualified individual". This erosion control inspector, whose responsibilities shall include regular inspection of erosion control devices, oversight of erosion control installation and repair, maintenance of an erosion control log (which shall be available for inspection by the Commission or its agent). The log shall use the most recent U.S. EPA, NPDES-CGP, SWPPP, Sample Inspection Report or reasonable facsimile. Inspection Reports shall be submitted twice-monthly to the Commission. The Inspection Reports shall detail inspection dates, the results of each inspection, and any erosion control or drainage problems present on the site, along with plans for correction and cleanup. The erosion control inspector shall inspect all erosion control and stormwater management devices a minimum of once per week and before, during and after significant (greater than 0.5 inches) rainfall events.
41. The name and 24-hour phone numbers of the erosion control inspector must be provided to the Commission in the event that this person must be contacted due to an emergency on the site during any 24-hour period, including weekends. This person shall be given the authority to stop construction for erosion control purposes. The erosion control inspector shall be required to inspect all erosion control and stormwater management devices and oversee cleaning of those devices and the proper disposal of removed materials.
42. Copies of both the EPA NPDES Stormwater Pollution Prevention Plan and Construction Stormwater Pollution Prevention Plan required under the NPDES General Permit shall be submitted to the Conservation Office at least one month prior to the start of any construction on the site.

43. A general spill prevention plan for the site shall be submitted to the Conservation Commission for its review and approval at least one month prior to the start of construction on the site.
44. Prior to the commencement of construction on site, the location of the erosion control barrier, which identifies the limits of work, shall be survey-located. Tree clearing, site clearing and site grubbing shall not occur until the erosion control barrier has been installed and approved by the Conservation Staff. Workers shall be informed that no use of machinery, storage of machinery or materials, stockpiling of soil or construction activity of any kind is to occur beyond the limit of work/erosion control barrier at any time.
45. A pre-construction conference shall be held on site prior to the commencement of any excavation or construction, but following the installation of erosion control measures. The pre-construction conference shall include the applicant, the contractor conducting the work, the applicant's erosion control inspector, and a member of the Commission or its agent, to ensure that the requirements of the Order are understood by all parties. Notice of the pre-construction meeting shall be given a minimum of three business days before said meeting.
46. An Invasive Species Management Plan shall be prepared by a qualified professional and submitted to the Commission for review prior to the commencement of any vegetation removal or landscaping activities on site.

#### **EROSION AND SEDIMENTATION CONTROL**

47. Prior to the commencement of construction on the site, adequate erosion and sedimentation control measures, as specified in the Notice of Intent, the approved plans, and this Order, shall be implemented and maintained in effect throughout the entire construction phase, until the site has been stabilized and until the removal of erosion control measures has been authorized by the Commission or its agent. A Certificate of Compliance shall not be issued until the erosion controls measures have been removed after such authorization has been issued by the Commission or its agent. The erosion control specifications in the Notice of Intent and the erosion control provisions in the Order will be the minimum standards for the project; other measures may be required by the contractor, the erosion control inspector, or the Commission, based upon experience at the site.
48. Sedimentation barriers shall be properly installed for maximum erosion control. Straw bales must be entrenched and double-staked. Siltation fence shall be entrenched and adequately staked to maintain it in an upright position. Silt fence shall be of sufficient porosity to pass detained water without allowing suspended sediments to pass through the fence. Sedimentation barriers shall not include any backing made of plastic netting due to its damaging impact to wildlife. Sedimentation barriers shall be inspected and approved by Conservation Staff prior to the commencement of construction on the site.
49. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt fences, straw bales, stone filters, berms, or any other devices planned for use during construction.
50. All rip-rap material shall be clean and free of trash, tree stumps, roots, or other deleterious material. All stone used for filters shall be washed and free of fines.
51. Catch basins and storm drains shall be provided with erosion control devices to prevent eroded soils from reaching the drainage system or resource areas.
52. Any damage caused as a result of this project to any wetland resource areas or buffer areas, which according to plan will remain undisturbed, shall be the responsibility of the applicant to repair, restore, or replace. Sedimentation or erosion into these areas shall be considered damage to wetland resource areas. If sediment reaches these areas, the Conservation Commission shall be contacted immediately by the applicant, his contractor, or the erosion control

inspector. A plan for abatement of the problem and restoration shall be submitted to the Commission for its approval as soon as possible and not less than one week following the event.

53. Dewatering activities shall be conducted such that any water pumped from excavations will be conveyed by hose to an upland area (a minimum of 25 feet from any wetland resource area or 125 feet from any vernal pool) and discharged into sedimentation bags or straw bale corrals.
54. An adequate amount of crushed stone or additional measures as needed shall be placed at the construction entrance to prevent vehicles from tracking sediment off the site and onto the roadway.
55. For work on steep slopes, the following measures shall be taken prior to and during construction to provide additional erosion control and to protect the wetlands: a) Erosion control matting shall be placed on all slopes and maintained until slopes are stabilized with vegetation and construction is complete. Matting shall be completely biodegradable and shall not include any plastic netting due to its damaging impacts to wildlife. b) A double row of straw bales with a silt fence shall be erected at the toe of the slope prior to construction and maintained until all slopes are stabilized with vegetation. c) Slopes shall be stabilized as soon as possible following completion of grading.
56. All seed mixes used for site stabilization and wetland restoration or replication shall consist of native species only and, preferably New England Ecotypes.

## CONSTRUCTION

57. Construction shall not commence within the Commission's jurisdiction until all required local, state, and federal permits and approvals have been obtained.
58. All waste products, grubbed stumps, slash, construction materials, etc. shall be temporarily deposited at least 100 feet from any wetland resource area and 125 feet from any vernal pool and are to be removed from the site with none to be buried on site.
59. Equipment for fuel storage and refueling operations shall be located in an upland area greater than 100 feet from any wetland resource area and 125 feet from any vernal pool.
60. Clay dams/seepage collars shall be installed every 100 feet along all drainage and utility lines that intersect the groundwater to prevent movement of water.
61. All site work shall comply with the Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan.
62. Trash dumpsters shall not be located within 100 feet of any wetland resource area or 125 feet from any vernal pool.
63. Portable sanitary facilities (or access to nearby rest rooms) shall be maintained on site throughout the construction process.

## AFTER CONSTRUCTION

64. Within 30 days of completion of the project, all disturbed areas shall be stabilized permanently (or temporarily stabilized until the season permits permanent stabilization) with adequate mulch material coverage or with rapidly growing cover with sufficient topsoil to assure long-term stabilization. Continued maintenance of the areas, in a manner that assures permanent stabilization and precludes any soil erosion, shall be the responsibility of the owner of record of this property. ***This condition is ongoing and does not end upon completion of the project or the issuance of a Certificate of Compliance.***

65. Within 30 days of completion of this project, the applicant shall submit a request in writing for a Certificate of Compliance, accompanied by: a) a completed Appendix E Form per the Town of Hopkinton Wetlands Protection Regulations b) an as-built plan (paper and electronic copies) noting any changes from the approved site plans cited in this Order (Condition 21, above) and stamped and signed by a registered professional civil engineer or professional land surveyor, and c) the applicable fee for a Certificate of Compliance as required by the Hopkinton Wetlands Protection Bylaw.

## OTHER CONDITIONS

66. The location of proposed structures within the Commission's jurisdiction such as buildings, the erosion control barrier, etc. shall be survey-located in the field prior to their installation.
67. Work within any wetland resource areas, including construction of retaining walls, required and permitted wetland filling, culvert replacement, and construction of riprap pads at culvert inlets and outlets, shall occur during no- or low-flow conditions, unless other, specific arrangements are made with the Conservation Administrator.
68. Use of sodium chloride de-icing compounds shall be minimized in the buffer zone wherever and whenever safety conditions allow. Use of sodium chloride substitutes, particularly those that do not include chloride, is encouraged by the Commission. ***This condition is ongoing and does not end upon completion of the project or the issuance of a Certificate of Compliance.***
69. Herbicides of any type shall not be used for the establishment or maintenance of landscape plantings or lawns. Pesticide use for the maintenance of landscape plantings or lawns shall be limited to minimum risk pesticides which qualify as exempt under the Federal Insecticide, Fungicide, and Rodenticide Act. Use of fertilizers shall be limited to organic-based, slow release fertilizers in compliance with the MA Plant Nutrient Application Requirements, 330 CMR 31.00. Fertilizer application rate shall not exceed the most recent UMass Guidelines for Nutrient Management which currently includes a maximum application rate of 2 pounds of Nitrogen (N) per 1000 square feet of turf per year. This restriction shall be included in all landscape construction and maintenance contracts. ***This condition is ongoing and does not end upon completion of the project or the issuance of a Certificate of Compliance.***
70. A permanent, immovable barrier (PIB) constituting the boundary of a permanent area of no disturbance shall be installed as shown on the approved site plans (see Condition 21, above). This barrier may consist of fencing, large (greater than two-foot diameter) stones spaced five feet apart, a continuous stone wall, signage, or other barrier satisfactory to the Commission. ***This condition is ongoing and does not end upon completion of the project or the issuance of a Certificate of Compliance.***
71. There shall be no further alteration or activity within the wetland resource areas or the wetland buffer zones without an Order of Conditions, Determination of Applicability or exemption confirmation from the Conservation Commission. ***This condition is ongoing and does not end upon completion of the project or the issuance of a Certificate of Compliance.***
72. The Conservation Commission shall employ its own Consultant, to be paid for by the holder of this Order, for regular inspections and project monitoring throughout the site construction. The Consultant shall be paid from the consultant fee paid at the time of the Notice of Intent filing. Additional consultant fees may be required as described in the Bylaw and the Regulations, and the holder of this Order shall pay such fees in accordance with the Bylaw and the Regulations.

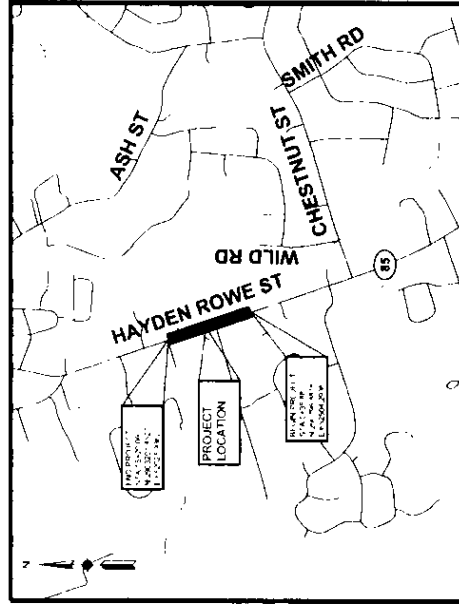
End of Conditions

HOPKINTON  
HAYDEN ROWE STREET  
TITLE SHEET & INDEX  
SHEET 1 OF 26

THESE PLANS AND SPECIFICATIONS WERE PREPARED BY THE CONSULTANT FOR THE TOWN OF HOPKINTON, MASSACHUSETTS, AND THE TOWN ENGINEER HAS REVIEWED AND APPROVED THEM FOR CONSTRUCTION. THE CONSULTANT HAS NOT BEEN ADVISED OF ANY CHANGES TO THE PLANS OR SPECIFICATIONS SINCE THEY WERE PREPARED. THE TOWN ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO THE CONSULTANT. THE CONSULTANT HAS NOT BEEN ADVISED OF ANY CHANGES TO THE PLANS OR SPECIFICATIONS SINCE THEY WERE PREPARED. THE TOWN ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO THE CONSULTANT.

DESIGN DESIGNATION (HAYDEN ROWE STREET)  
DESIGN SPEED 45 MPH  
FUNCTIONAL CLASSIFICATION  
URBAN MAJOR ARTERIAL

PRELIMINARY PLAN SET  
FOR  
HAYDEN ROWE STREET  
IN THE TOWN OF  
HOPKINTON  
MIDDLESEX COUNTY  
MASSACHUSETTS  
NOI SUBMITTAL



LENGTH OF PROJECT = 1,434.21 FEET = 0.281 MILES

INDEX

| SHEET NO | DESCRIPTION             |
|----------|-------------------------|
| 1        | 11.5 SHEET & INDEX      |
| 2        | LETTERS & ABBREVIATIONS |
| 3        | TYPICAL SECTION         |
| 4        | CONSTRUCTION PLANS      |
| 5        | PROFILES                |
| 6        | GRADING PLANS           |
| 7        | PAVING & STRIPING PLANS |
| 8        | TRAFFIC SIGNALING PLANS |
| 9        | CONSTRUCTION DETAILS    |
| 10       | CURTAIN WALLS SECTION   |

- PLAN NOTES
1. THIS PLAN IS BASED UPON AN OWNED GROUND SURVEY PROVIDED BY BSC GROUP, INC. IN FEBRUARY AND MARCH 2024. THE PLAN WAS CHECKED BY GPS OBSERVATION PERFORMED BY BSC GROUP, INC. ON MARCH 21, 2024.
  2. THE PLAN IS BASED UPON A GPS OBSERVATION PERFORMED BY BSC GROUP, INC. ON MARCH 21, 2024.
  3. THE PLAN IS BASED UPON A GPS OBSERVATION PERFORMED BY BSC GROUP, INC. ON MARCH 21, 2024.
  4. CONSULTANT'S R/L ON JANUARY 23, 2024.

1. BSC GROUP, INC.  
DATE  
DESCRIPTION  
REV.

TOWN OF HOPKINTON  
HAYDEN ROWE STREET



|             |               |
|-------------|---------------|
| PROJECT NO. | 2024-001      |
| DATE        | NOVEMBER 2024 |
| DESIGNED BY | 11-1-20       |
| CHECKED BY  | 11-1-20       |

[illegible]

HOPKINTON  
HAYDEN ROWE STREET  
TYPICAL SECTIONS  
SHEET 3 OF 20

### PAVEMENT NOTES

#### PROPOSED STANDARD MILL & OVERLAY

4.25" HOT MIX ASPHALT  
1.75" SUPERPAVE SURFACE COURSE - 12.5 (P-15SC-12.5) OVER  
2.25" SUPERPAVE INTERMEDIATE COURSE - 18.0 (SC-18.0)

4.25" STANDARD MILLING DEPTH  
ASPHALT EMULSION FOR TACK COAT (RS-1) AT 0.07 TO  
0.09 GAL/SY OVER MILLING SURFACE

PROPOSED FULL DEPTH PAVEMENT - WIDENING (LESS THAN 4.50' WIDE)  
SURFACE  
4.25" HOT MIX ASPHALT  
(1.75" SUPERPAVE SURFACE COURSE - 12.5 (P-15SC-12.5) OVER  
2.25" SUPERPAVE INTERMEDIATE COURSE - 18.0 (SC-18.0) OVER

BASE  
6" CEMENT CONCRETE BASE COURSE

SUBBASE  
8" GRAVEL BORROW TYPE B  
ASPHALT EMULSION FOR TACK COAT AT 0.6 AND 0.8 GAL/SY OVER  
BOTH BASE AND INTERMEDIATE COURSES

PROPOSED FULL DEPTH PAVEMENT - WIDENING (GREATER THAN 4.00' WIDE)  
SURFACE  
4.25" HOT MIX ASPHALT  
(1.75" SUPERPAVE SURFACE COURSE - 12.5 (P-15SC-12.5) OVER  
2.25" SUPERPAVE INTERMEDIATE COURSE - 18.0 (SC-18.0) OVER

BASE  
4.5" SUPERPAVE BASE COURSE - 37.5 (SC-37.5)

SUBBASE  
4" DENSE GRADED CRUSHED STONE OVER  
8" GRAVEL BORROW TYPE B

ASPHALT EMULSION FOR TACK COAT AT 0.6 AND 0.8 GAL/SY OVER  
BOTH BASE AND INTERMEDIATE COURSES

#### PROPOSED HMA DRIVEWAY WALKS

SURFACE  
4" HOT MIX ASPHALT (PAV FOR UNDER 722)  
1.102" SUPERPAVE SURFACE COURSE - 4.5 (SSC-4.5)  
2.102" SUPERPAVE INTERMEDIATE COURSE - 12.5 (SC-12.5)

SUBBASE  
8" GRAVEL BORROW TYPE B

#### PROPOSED CEMENT CONCRETE WALKS

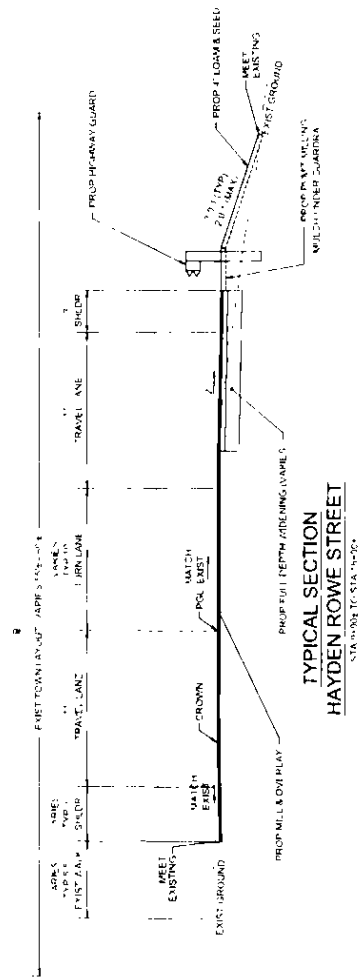
SURFACE  
4" CEMENT CONCRETE  
AIR ENTRAINED 4000 PSI,  $f'_{cr}$  610

SUBBASE  
8" GRAVEL BORROW TYPE B

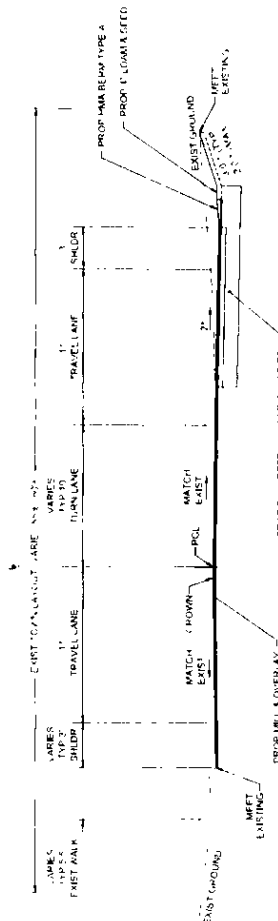
#### PROPOSED CEMENT CONCRETE WHEELCHAIR RAMP

SURFACE  
4" CEMENT CONCRETE  
AIR ENTRAINED 4000 PSI,  $f'_{cr}$  610

SUBBASE  
8" GRAVEL BORROW TYPE B



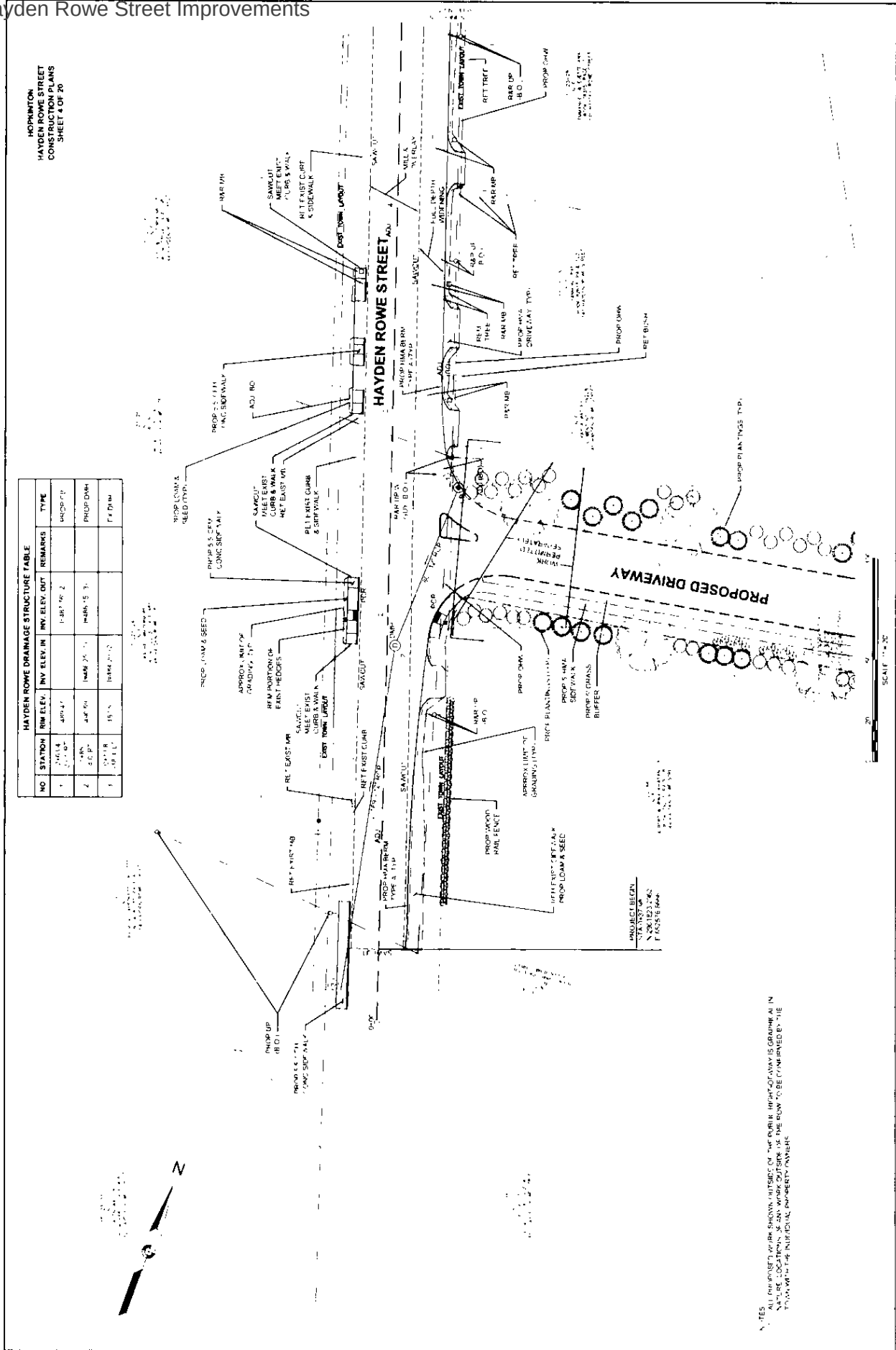
TYPICAL SECTION  
HAYDEN ROWE STREET  
STATION 10+50.00



TYPICAL SECTION  
HAYDEN ROWE STREET  
STATION 10+50.00

HOPKINTON  
HAYDEN ROWE STREET  
CONSTRUCTION PLANS  
SHEET 4 OF 20

| NO. | STATION | RIM ELEV. | INV. ELEV. IN | INV. ELEV. OUT | REMARKS | TYPE    |
|-----|---------|-----------|---------------|----------------|---------|---------|
| 1   | 1+00.00 | 400.47    |               | 1-30" dia. 2'  |         | MANHOLE |
| 2   | 1+40.00 | 400.50    |               | 1-30" dia. 3'  |         | MANHOLE |
| 3   | 1+80.00 | 400.50    |               | 1-30" dia. 3'  |         | MANHOLE |
| 4   | 2+20.00 | 400.50    |               | 1-30" dia. 3'  |         | MANHOLE |



HOPKINTON  
HAYDEN ROWE STREET  
CONSTRUCTION PLANS  
SHEET 5 OF 20

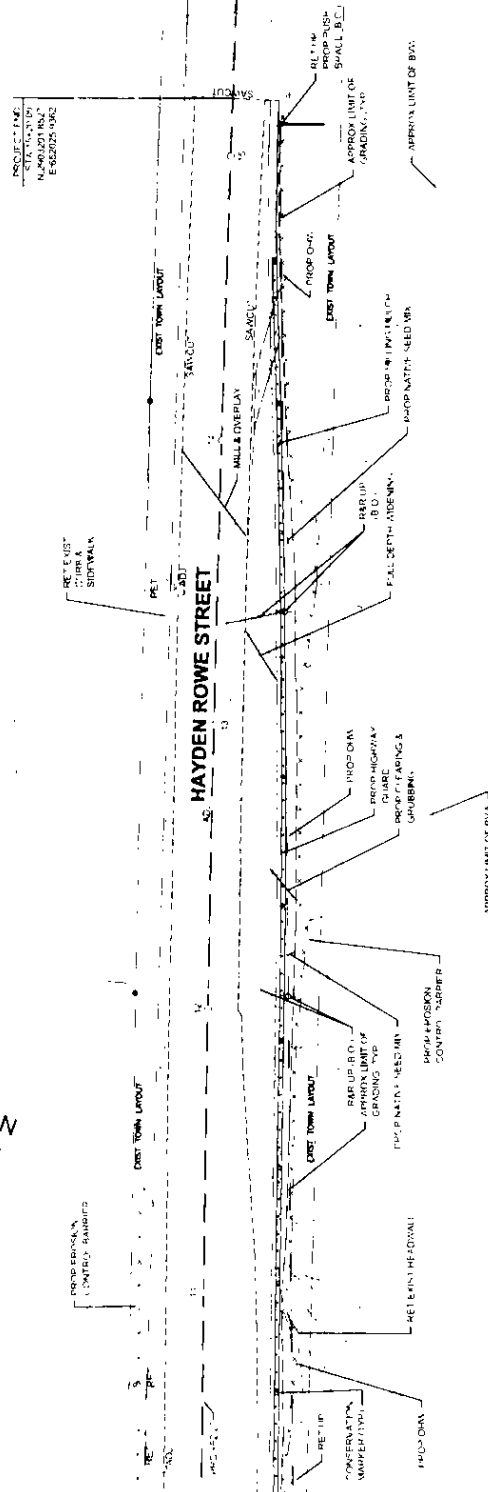
CHAMBERLIN STREET

HAYDEN ROWE STREET

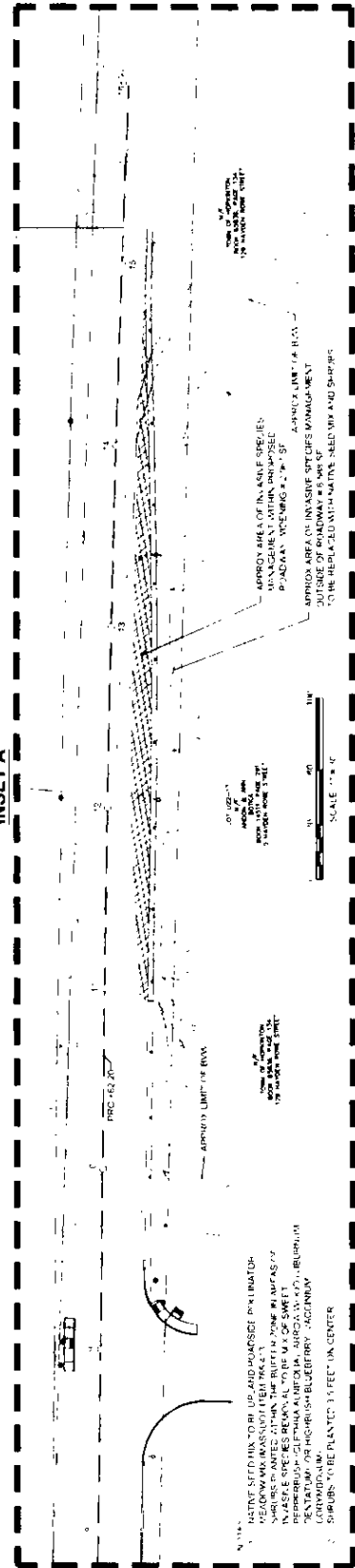
MARATHON ELEMENTARY  
SCHOOL DRIVEWAY

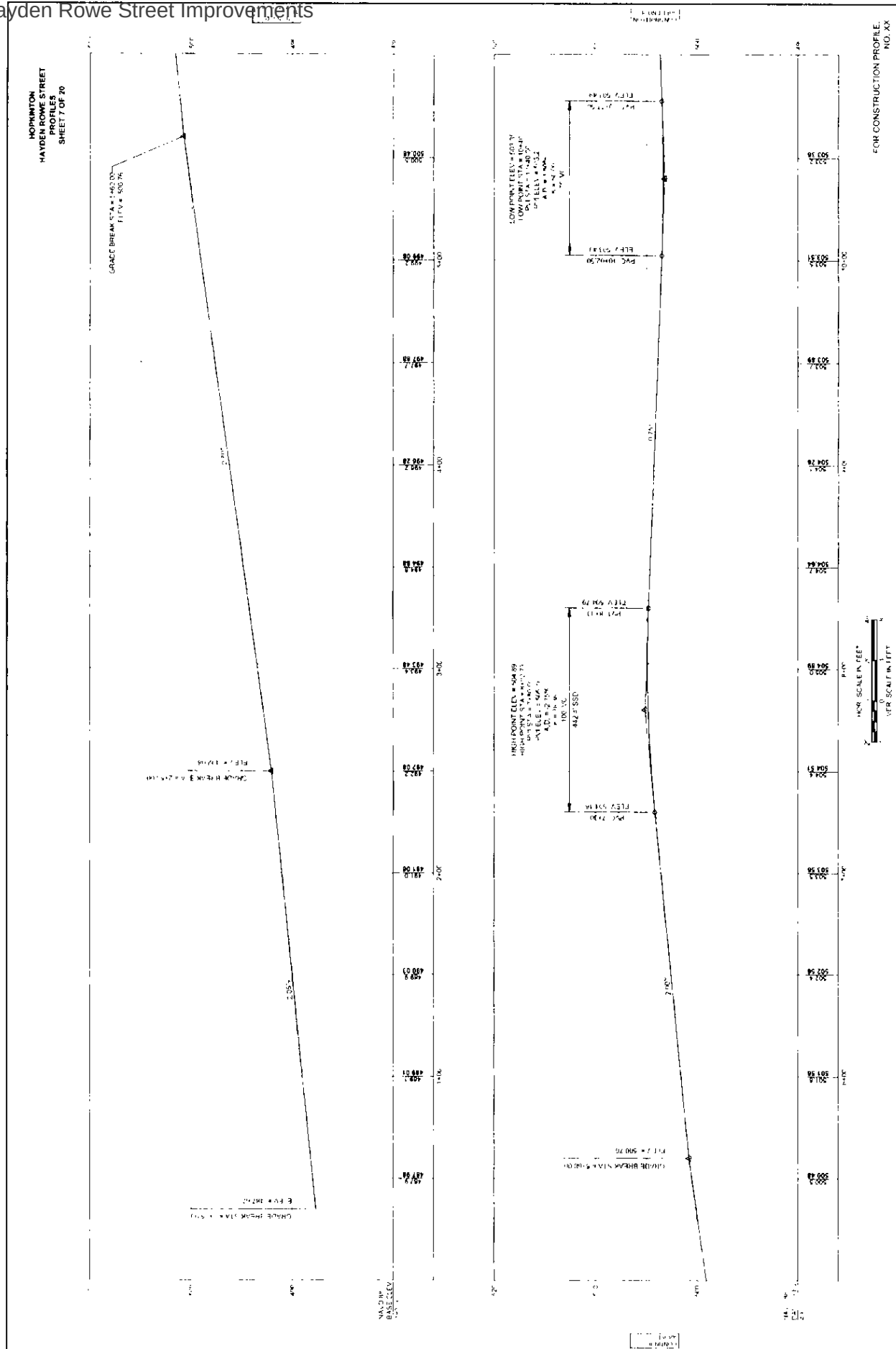


NOTES:  
1. ALL PROPOSED WORK SHOWN OUTSIDE OF THE PUBLIC RIGHT-OF-WAY IS GRAPHICAL IN NATURE. LOCATIONS OF ANY WORK OUTSIDE OF THE ROW TO BE CONFIRMED BY THE OWNER WITH THE INDIVIDUAL PROPERTY OWNERS.

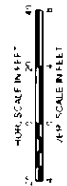


### INSET A





FOR CONSTRUCTION PROFILE  
NO. XX





HOPKINTON  
HAYDEN ROWE STREET  
GRADING PLANS  
SHEET 16 OF 20

MARATHON ELEMENTARY  
SCHOOL DRIVEWAY

CHAMBERLIN STREET

HAYDEN ROWE STREET

ADDITIONAL PART OF GRADING

SCALE 1"=20'

HOPKINTON  
HAYDEN ROWE STREET  
GRADING PLANS  
SHEET 11 OF 20

HILLTOP ROAD

HAYDEN ROWE STREET

EXIST TOWN LAYOUT

EXIST TOWN LAYOUT

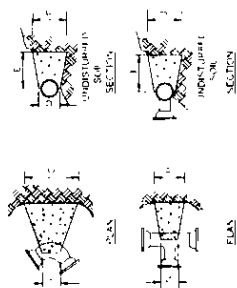
EXIST TOWN LAYOUT

PROPOSED RITE OF GRADING

SCALE 1" = 20'



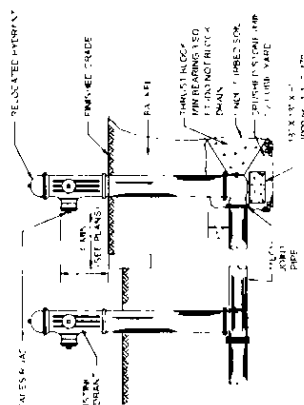
HOPKINTON  
HAYDEN ROWE STREET  
CONSTRUCTION DETAILS  
SHEET 16 OF 20



- NOTES
- 1. RECALL BLOCKS FOR IMPROVED EFFICIENT DEADSPACE RATE VALUE
  - 2. AND LINK A HINDS CAN SET AS REQUIRED AND IN
  - 3. PROVIDE AN HORIZONTAL VERTICAL HINDS AND LAST VALUES
  - 4. CONTEMPORARY, NOT REPEATED, AND NOT REPEATED

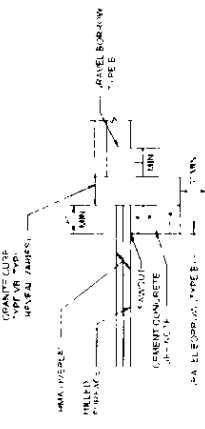
## CONCRETE THRUST BLOCK

SCALE NTC



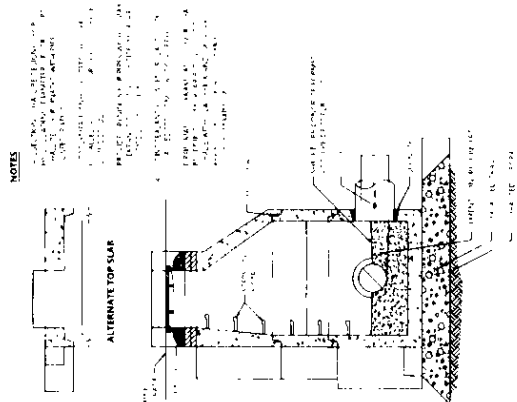
### HYDRANT RELOCATION DETAIL

| S'NAME | N'S | PWIG | F.S. | DATE | APPROV |
|--------|-----|------|------|------|--------|
|        |     |      |      |      |        |



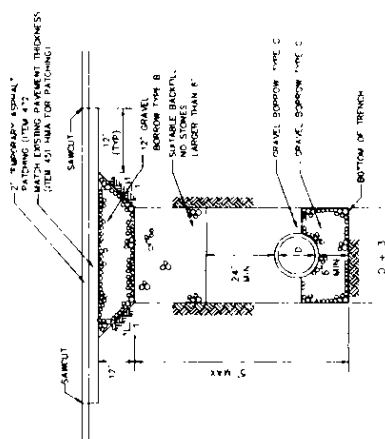
1. The term shall include non-attorney paraprofessionals who assist attorneys in the preparation and filing of documents with the court and in the representation of clients.

## GRANITE CURB IN PAVEMENT MILLING AND OVERLAY

[illegible]

## DRAIN MANHOLE (DMH)

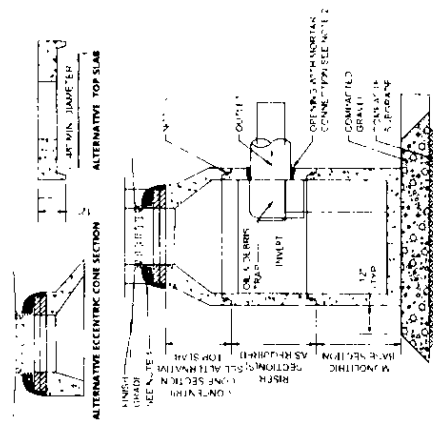
SCALE 4' 1"



- $$\frac{N_{\text{eff}} \beta_0^2}{1 - N_{\text{eff}}} = \frac{\sum_{j=1}^{n-1} \left( \sum_{k=j+1}^n \frac{1}{k} \right)^2}{\sum_{j=1}^{n-1} \left( \sum_{k=j+1}^n \frac{1}{k} \right)} = \frac{\sum_{j=1}^{n-1} \left( \sum_{k=j+1}^n \frac{1}{k} \right) \cdot \sum_{k=j+1}^n \frac{1}{k}}{\sum_{j=1}^{n-1} \left( \sum_{k=j+1}^n \frac{1}{k} \right)}$$

**TRENCH IN MILL & PVM'T OVERLAY AREA**

DATE: 10/1/1972



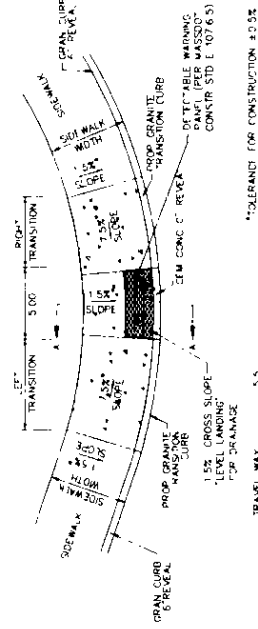
## NOTES

1. ALL SETTING SHALL BE DESIGN 7705-45-00, 00-45-00.
2. MINIMUM OPENING FOR SETTING SHALL BE 1/4" IN ADVANCE TO OUTLINE OF THE MOUNTING AND CONNECTIONS.
3. MINIMUM SETTING BETWEEN DECENT SETTING SHALL BE 1/4" MINIMUM.
4. CAT-BASIN FRAME AND GRATE SHALL BE SETTING FOR ALL BEING ADJUST TO GRATE WITH CAT-BASIN AND MOUNTING BRICK COINED FOR ALL SETTING. GRATE SHALL BE SETTING MANUALLY.

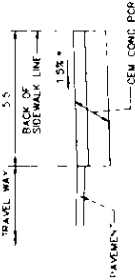
## DEEP SUMP

## CATCH BA

HOPKINTON  
HAYDEN ROWE STREET  
CONSTRUCTION DETAILS  
SHEET 17 OF 20

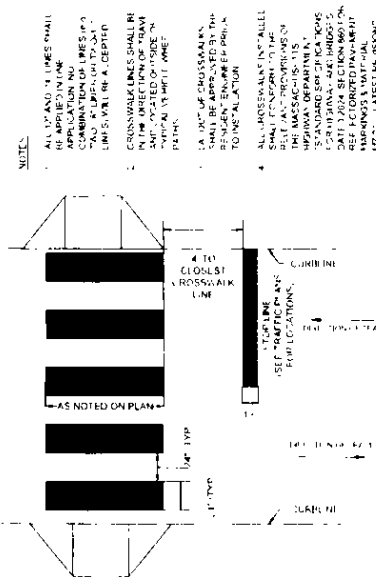


\*TOLERANCE FOR CONSTRUCTION  $\pm 0.5\%$   
LEGEND  
[Symbol] = LIMITS OF CEM CONG RAMP  
[Symbol] = DETECTABLE WARNING PANEL  
\*TOLERANCE FOR CONSTRUCTION  $\pm 0.5\%$



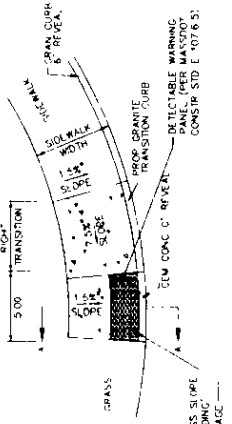
PEDESTRIAN CURB RAMP TWO WING SIDEWALK

SCALE: N.T.S. DATE: N.T.S.

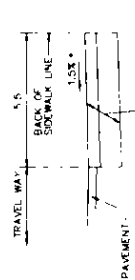


CROSSWALK DETAIL

SCALE: N.T.S. DATE: N.T.S.

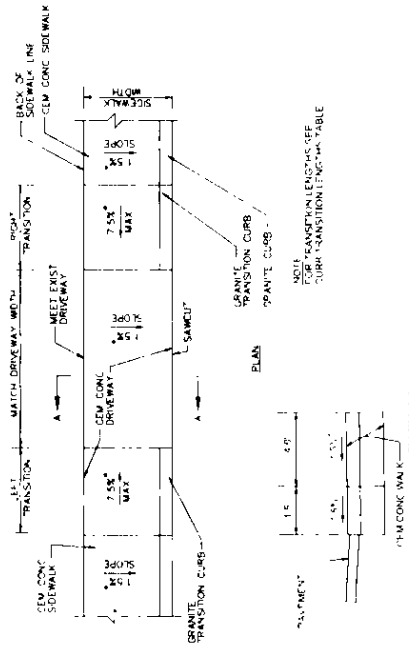


\*TOLERANCE FOR CONSTRUCTION  $\pm 0.5\%$   
LEGEND  
[Symbol] = LIMITS OF CEM CONG RAMP  
[Symbol] = DETECTABLE WARNING PANEL  
\*TOLERANCE FOR CONSTRUCTION  $\pm 0.5\%$



PEDESTRIAN CURB RAMP ONE WING SIDEWALK

SCALE: N.T.S. DATE: N.T.S.

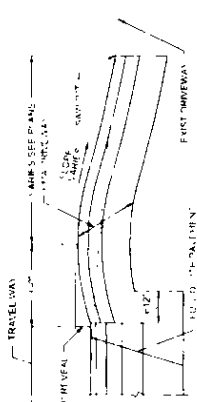


HMA DRIVEWAY WITH GRANITE TRANSITION CURB

SCALE: N.T.S. DATE: N.T.S.

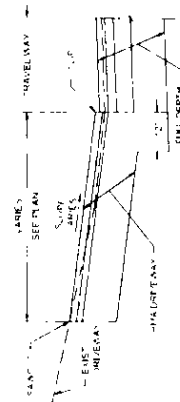
| ROADWAY PROFILE GRADE TRANSITION LENGTH | TRANSITION LENGTH |
|-----------------------------------------|-------------------|
| PERCENT                                 | ENGLISH UNITS     |
| 0                                       | 6'-6"             |
| 1-2                                     | 8'-0"             |
| 3-4                                     | 9'-0"             |
| 5-6                                     | 10'-0"            |
| 7-8                                     | 11'-0"            |
| 9-10                                    | 12'-0"            |
| 11-12                                   | 13'-0"            |
| 13-14                                   | 14'-0"            |
| 15-16                                   | 15'-0"            |
| 17-18                                   | 16'-0"            |
| 19-20                                   | 17'-0"            |
| 21-22                                   | 18'-0"            |
| 23-24                                   | 19'-0"            |
| 25-26                                   | 20'-0"            |
| 27-28                                   | 21'-0"            |
| 29-30                                   | 22'-0"            |
| 31-32                                   | 23'-0"            |
| 33-34                                   | 24'-0"            |
| 35-36                                   | 25'-0"            |
| 37-38                                   | 26'-0"            |
| 39-40                                   | 27'-0"            |
| 41-42                                   | 28'-0"            |
| 43-44                                   | 29'-0"            |
| 45-46                                   | 30'-0"            |
| 47-48                                   | 31'-0"            |
| 49-50                                   | 32'-0"            |
| 51-52                                   | 33'-0"            |
| 53-54                                   | 34'-0"            |
| 55-56                                   | 35'-0"            |
| 57-58                                   | 36'-0"            |
| 59-60                                   | 37'-0"            |
| 61-62                                   | 38'-0"            |
| 63-64                                   | 39'-0"            |
| 65-66                                   | 40'-0"            |
| 67-68                                   | 41'-0"            |
| 69-70                                   | 42'-0"            |
| 71-72                                   | 43'-0"            |
| 73-74                                   | 44'-0"            |
| 75-76                                   | 45'-0"            |
| 77-78                                   | 46'-0"            |
| 79-80                                   | 47'-0"            |
| 81-82                                   | 48'-0"            |
| 83-84                                   | 49'-0"            |
| 85-86                                   | 50'-0"            |
| 87-88                                   | 51'-0"            |
| 89-90                                   | 52'-0"            |
| 91-92                                   | 53'-0"            |
| 93-94                                   | 54'-0"            |
| 95-96                                   | 55'-0"            |
| 97-98                                   | 56'-0"            |
| 99-100                                  | 57'-0"            |

BASED ON A DESIGN SLOPE OF 7.5%  
AND A REVEAL OF 6 INCHES  
LOW SIDE TRANSITION LENGTH: 6'-6"



TYPICAL DRIVEWAY SECTION WITHOUT SIDEWALK TYPE 1

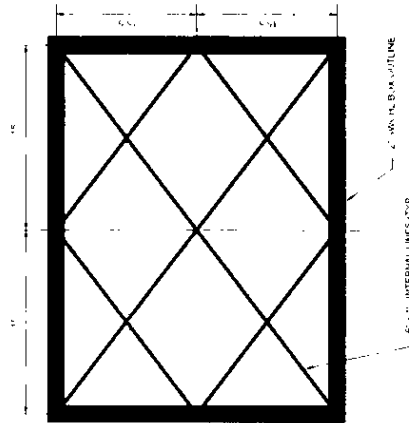
SCALE: N.T.S. DATE: N.T.S.



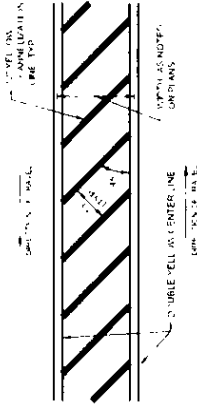
TYPICAL DRIVEWAY SECTION WITHOUT SIDEWALK TYPE 2

SCALE: N.T.S. DATE: N.T.S.

HOPKINTON  
HAYDEN ROWE STREET  
CONSTRUCTION DETAILS  
SHEET 18 OF 20

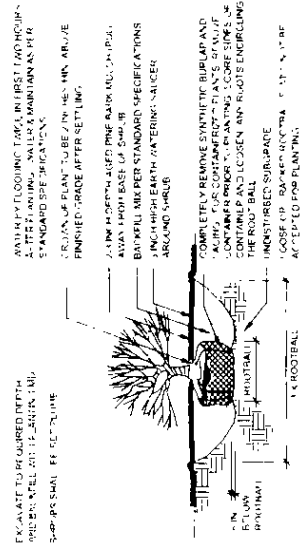


DO NOT BLOCK INTERSECTION MARKINGS  
SCALE: N.T.S.



CHANNELIZED MARKINGS - MEDIAN  
SCALE: N.T.S.

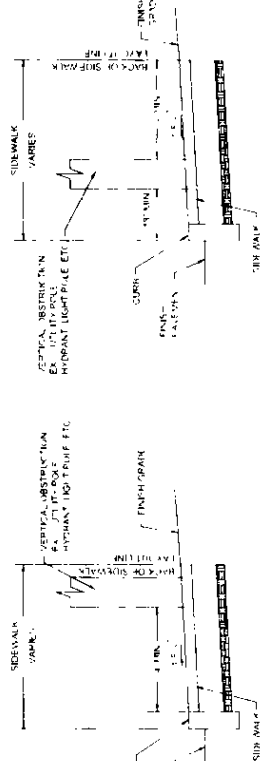
NOTES:  
1. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.  
2. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.  
3. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.



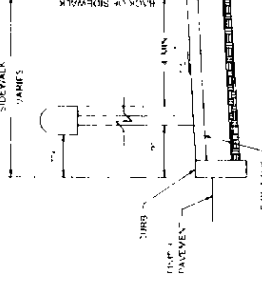
SHRUB PLANTING  
SCALE: N.T.S.

NOTES:  
1. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.  
2. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.  
3. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.

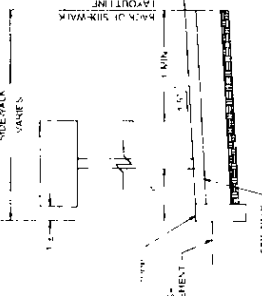
NOTES:  
1. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.  
2. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.  
3. ALL LINES SHALL BE PLACED IN THE CENTER OF THE ROADWAY.



SIDEWALK CLEARANCE VERTICAL OBSTRUCTION  
SCALE: N.T.S.

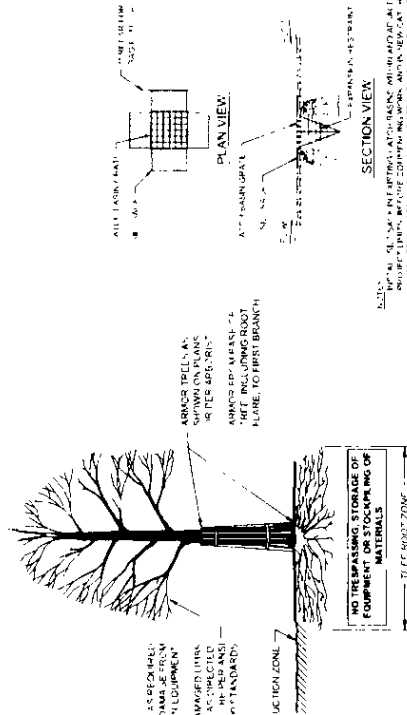


SIDEWALK CLEARANCE MAILBOXES AND PAPER TUBES  
SCALE: N.T.S.

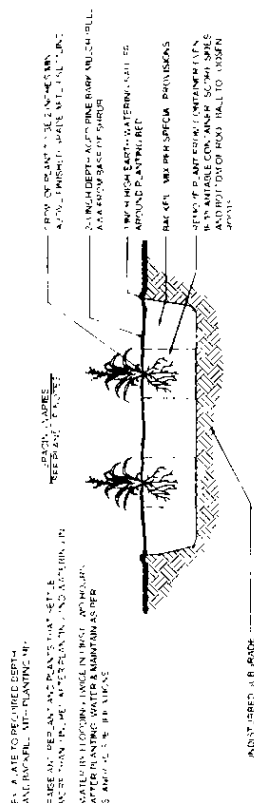


SIDEWALK CLEARANCE MAILBOXES AND PAPER TUBES  
SCALE: N.T.S.

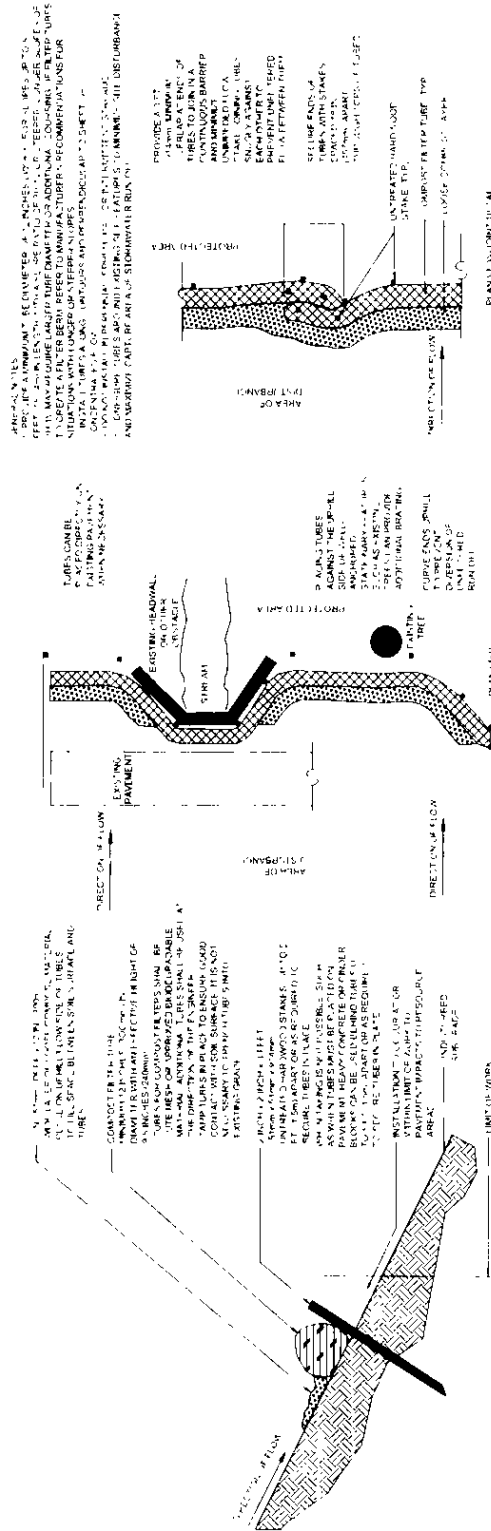
DATE: 06/10/2025  
DRAWN: [Name]  
CHECKED: [Name]  
APPROVED: [Name]



## SECTION - TRUNK ARMORING & PRUNING



## PERENNIAL PLANTING



### **SINGLE COMPOST FILTER TUBE DETAIL**

## PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 01 2600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Section 01 3200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 3. Section 01 8113 "Sustainable Design Requirements" for administrative requirements governing submittal of cost breakdown information required for sustainable design documentation.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, including Trade Contractor subcontracts, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.

## PAYMENT PROCEDURES

- c. Architect's Project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
  - a. Submit a separate Schedule of Values to conform to MSBA's Pro-Pay Categories.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - a. Include separate line items under General Contractor and Trade Contractor subcontracts for LEED documentation and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site.
5. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
6. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
  2. Owner's receipt of updates on monthly deliverables, as required by the Contract Documents, shall be a prerequisite to review and approval of applications for payment.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

#### PAYMENT PROCEDURES

- E. **Stored Materials:** Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. **Transmittal:** Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. **Waiver Forms:** Submit executed waivers of lien on forms acceptable to Owner.
- H. **Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Sustainable design action plans, including preliminary project materials cost data.
  6. Schedule of unit prices.
  7. Submittal schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of each Trade Contractor's staff assignments.
  10. List of Contractor's principal consultants.
  11. Copies of building permits.
  12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  13. Initial progress report.
  14. Report of preconstruction conference.

- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706.
  5. AIA Document G706A.
  6. AIA Document G707.
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.
  10. Evidence of completion of LEED documentation including response as required to USGBC review comments and requests for additional information as may occur.

#### 1.6 CONTRACTOR'S RESPONSIBILITY TO OWNER FOR ARCHITECT'S ADDITIONAL SERVICES

- A. The Contract between Owner and Architect contains provisions for additional services that may be required of the Architect during construction due to unforeseen conditions.
  1. Where such additional services become necessary due to the activities of Contractor, as determined by Owner's Project Manager, costs for such services shall be the responsibility of Contractor and will be deducted from the Contract Amount.
- B. Additional services by Architect, for which Contractor shall be responsible, may include, but are not necessarily limited to, the following:
  1. Review of Requests for Information (RFI) and Change Order Requests for work determined to be already covered in the Contract Documents.
  2. Continuation of construction administration beyond the date specified for Final Completion of the Work; refer to Section 01 3200 "Construction Progress Documentation."
  3. Review of re-submitted Submittals and Substitution Requests that have already been rejected; refer to Section 01 3300 "Submittal Procedures."
  4. Re-inspection of incomplete work, refer to Section 01 7700 "Closeout Procedures."
  5. Design services required for the resolution of non-conforming work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### PAYMENT PROCEDURES

END OF SECTION

Last Modified: 06/11/2025 at 10:42AM EDT

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Charleswood Elementary School  
Town of Hopkinton  
Perkins Eastman DPC, Project No. 95421

March 20, 2025  
CD Submission

## Section 01 1418 Criminal History Information

### Part 1 – General

- 1.0 RELATED DOCUMENTS: This section is only a portion of the Contract Documents. All of the Contract Documents, including Conditions of the Contract and Division 1 General Requirements, apply to this section. This section applies to all specification sections and work of the Contract.
- 1.1 SECTION INCLUDES: Requirements for Criminal Background Check as condition of employment and permission to work on Owner's property.
- A. Mandatory Identity Verification: Verify the identity of all persons working on site.
    - 1. Use government issued documents with photographs such as driver's license or passport. Each worker must complete, and sign the "HOPKINTON PUBLIC SCHOOLS VOLUNTEER CORI REQUEST FORM"
  - B. Mandatory Criminal Background Check: 7 working days prior to allowing person to work on site. Workers with identification issued by out-of-state entity must submit 14 days in advance.:
    - 1. The GC shall collect CORI forms (appendix), and copy of proper identification and keep a complete log of such.
    - 2. GC shall designate a staff person to collect, submit, log and track responses for all workers.
    - 3. GC shall submit CORI forms and copies of identification to be processed by the District / Town. Designated General Contractor staff will be notified of the results.
    - 4. When cleared General Contractor will issue numbered sticker to be affixed to the right side of the individuals hard hat (PPE). In order to obtain sticker the individual must present the government issued ID to the General Contractor at the time of pick-up or the sticker will not be released.
    - 5. GC shall maintain a log of all approved workers, copies of their identification, and copies of their 10-hour (minimum) OSHA cards on site in a manner that can be accessed by the Owner or their representatives when requested without delay.
  - C. Owner's Decision: The Owner may exclude any person from work on the Owner's property due to reasonable concern about the person's Criminal Background. The Owner may exclude any person, who in their opinion, is reasonably identified as failing to follow work rules, contractual rules, safety rules, or behaving in an unprofessional manner. The Contractor shall have no right to a claim due to the Owner exercising this provision.
  - D. Inequality of Criminal Offense: Assault, theft, vandalism, arson, embezzling, check fraud, crimes involving firearms, illegal drug possession

### Section 01 1418 – Criminal History Information 1 of 2

Charleswood Elementary School  
Town of Hopkinton  
Perkins Eastman DPC, Project No. 95421

March 20, 2025  
CD Submission

- or distribution, and sexual offenses may be judged more significant than other criminal offenses for work related to this Contract.
- E. Right to Due Process: All persons subject to Criminal Background Check shall be given opportunity to challenge the accuracy and relevancy of Criminal Background Check results.
    - 1. All persons shall be given due process protections to which they are entitled by law or by applicable collective bargaining agreements.
  - F. Applicable Law: Without limitation, comply with all laws and regulations of authorities having jurisdiction.
  - G. Non Disclosure: Maintain Criminal Background Check information confidential and secure, even if the information was obtained from public records.
    - 1. Prior to having access to Criminal Background Check information, all persons shall sign an Agreement of Non-Disclosure approved by the Owner's legal counsel.
    - 2. Keep Criminal Background Check information in a locked file controlled by persons authorized by the Owner.
    - 3. Destroy Criminal Background Check information at completion of the Contract.
  - H. Contractor shall not be entitled to a claim for delays resulting from failure to follow the requirements of this section.

End of Section



**HOPKINTON PUBLIC SCHOOLS  
VOLUNTEER CORI REQUEST FORM**

**HPKPS  
CH 385  
G**

Hopkinton Public Schools is required by M.G.L. c. 71, §38R to request criminal offender record information, and has been certified by the DCJIS (formally the Criminal History Systems Board) (CORI) for access to all criminal case data including conviction, non-conviction and pending.

As an applicant to volunteer in the Hopkinton Public Schools, I understand that a criminal record check will be conducted for conviction, non-conviction and pending criminal case information only and that it will not necessarily disqualify me. The information below is correct to the best of my knowledge.

**VOLUNTEER APPLICANT INFORMATION (PLEASE PRINT)**

**X** ☐  
NEW RENEWAL

LAST NAME: FIRST NAME: MIDDLE INITIAL:

MAIDEN NAME OR ALIAS (IF APPLICABLE) PLACE OF BIRTH (City/State/Country)

**(REQUIRED):**

DATE OF BIRTH LAST 6 DIGITS OF SS# \*Id Theft Index PIN (if applicable)

APPLICANT'S CURRENT ADDRESS:

|                               |                 |       |       |         |       |
|-------------------------------|-----------------|-------|-------|---------|-------|
| APPLICANT'S RACE: (Check box) | American Indian | Asian | Black | Unknown | White |
| APPLICANT'S SEX:              | Female          | Male  |       |         |       |

**COMPLETE BOTH SIDES**



**STAFF: THE INFORMATION WAS VERIFIED WITH THE FOLLOWING FORM OF GOVERNMENT ISSUED PHOTOGRAPH**

IDENTIFICATION TYPE

PERSON VERIFYING

*\* The CHSB/DCJIS Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the CHSB. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the CHSB via mail or by fax to 617-660-4614*

REVISED JUNE 2022

(Office Use Only: Date CORI Cleared)

**HOPKINTON PUBLIC SCHOOLS**

**APPLICANT FOR VOLUNTEER DISCLOSURE FORM**

So we may evaluate your application properly, please answer all questions carefully and completely in your own handwriting.

The Hopkinton Public Schools have been mandated to request Criminal Offender Record Information (CORI) checks on all applicants for volunteer roles. In addition, the information is requested for the purpose of verifying the information you will be providing concerning any criminal record you may have. A conviction record will not necessarily be a bar to volunteering. All circumstances will be considered in making a decision on your application.

Please read this carefully before answering the following questions:

You may answer "no" if your criminal record consists of one or more of the following only:

(a) a sealed record on file with the Commissioner of Probation, (b) a case of delinquency or a child in need of services which did not result in a complaint transferred to Superior Court for criminal prosecution, (c) your crimes were misdemeanors limited to a first offense for drunkenness, simple assault, speeding, minor traffic offenses, disturbance of the peace, or affray.

Have you been convicted of a felony or misdemeanor? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, give details including date, location (city and state), nature of offense and disposition: \_\_\_\_\_

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Please read the following statements carefully and completely before signing below:

- ☐ The statements and information furnished by me in this Applicant Disclosure Form are true and complete to the best of my knowledge. I understand that I will be subject to immediate dismissal or refusal to volunteer if at any time the Hopkinton Public Schools discovers any material falsification, omission, or misrepresentation of fact in this form.
- ☐ I understand that, as an applicant for a volunteer role, the Hopkinton Public Schools will conduct a CORI check on me, and by signing below, I consent to this review.
- ☐ My signature also certifies that I have read and understand the statements contained in this Volunteer Applicant Disclosure Form.

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Signature

---

Date

---

Phone Number

*The Hopkinton Public School System does not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, gender identity, ancestry, athletic performance, physical handicap, disability, pregnancy or pregnancy related condition, academic performance, religion, or proficiency in English language, in admission to, access to, employment in, or treatment in its programs and activities. The Hopkinton Public School district is an equal opportunity employer, committed to diversity in our workplace. The school system's educational philosophy and personnel goals, including the goal of equal employment opportunity, will be considered in filling all positions.*

ACCESS AGREEMENT for \_\_\_\_\_  
for \_\_\_\_\_ in HOPKINTON, MASSACHUSETTS

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between \_\_\_\_\_ (“Owner”), having an address of \_\_\_\_\_, Hopkinton, Massachusetts, and the Town of Hopkinton, Massachusetts (“Town”), a municipal corporation having an address of 18 Main Street, Hopkinton, Massachusetts, acting through its \_\_\_\_\_.

**RECITALS**

WHEREAS, the Owner owns a certain parcel of real property located at \_\_\_\_\_ in Hopkinton, Massachusetts, identified as Property ID \_\_\_\_\_ on the Town’s Assessor’s Map (“Property”);

WHEREAS, the Town is preparing to make certain improvements to the \_\_\_\_\_ on a portion of \_\_\_\_\_ Street (“Project”);

WHEREAS, the contractor performing the work will need to enter and occupy a portion of the Property to access the work area;

WHEREAS, the year in which work as described in a fully executed contract shall begin in calendar year \_\_\_\_\_; and

WHEREAS, the Owner has agreed to allow the Town to enter onto the Property for the purposes specified herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. **Grant of Access.** Owner hereby authorizes the Town, and its employees, contractors, servants, agents, or assigns (the “Access Parties”) to enter upon said Property for the purpose of access with construction equipment and vehicles in connection with the Project, as described in Exhibit A. Such access will be limited to the \_\_\_\_\_ of the Property.

The Owner recognizes that the above-referenced work may require the use of heavy equipment. The Town will notify the Owner at least twenty-four hours in advance of undertaking the work authorized herein.

2. **Term.** This Agreement shall commence on \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_, and shall terminate on \_\_\_\_\_, or sooner, if the Town gives written notice of the completion of the Project to the Owner or if the Owner gives written notice to the Town that it intends to terminate this Agreement prior to Project completion.

3. **Surrender of Property.** The Town agrees that it will leave the Property in substantially the same or better condition than it was found prior to the performance of the above-referenced work.

Upon termination of this Agreement, the Town shall remove all machinery and/or other equipment from the Property and shall not be responsible for maintenance of any alterations to the Property .

4. **Mechanics' Liens.** The Access Parties will not permit any mechanics' or materialmen's liens or attachments on the Premises for any labor or material furnished in connection with the Work. If, for any reason, a lien is filed against the Premises, the Access Parties will, at their sole cost (including without limitation the amount of the lien together with all costs, fees and charges), and subject to the Access Parties' right to contest such lien as provided below, discharge at once any such lien or attachment. If the Access Party desires to contest any such lien, then prior to commencing such contest, the Access Party will furnish the Town at once with a bond, in form and substance acceptable to the Town, to secure the payment of such obligation. Upon resolution of such contest, the Access Party shall at once and at its sole cost have the lien released.

5. **Insurance.** Each Access Party performing Work at the Property shall, at its own expense, maintain in force insurance coverage in the following minimum amounts:

- a. workers compensation coverage as required by applicable law;
- b. commercial general liability coverage of \$1,000,000 per occurrence, \$3,000,000 aggregate;
- c. automobile liability coverage of \$1,000,000 combined single limit; and
- d. umbrella liability coverage following the same form as the insured's underlying general liability, automobile liability and employer's liability insurance in the amount of \$2,000,000 combined single limit.

6. **Notices.** Communications required by or relating to this agreement may be directed as follows:

|                                |                   |
|--------------------------------|-------------------|
| Owner:                         | Town of Hopkinton |
| Hopkinton, Massachusetts 01748 |                   |

7. **Controlling Law.** This Agreement is made in the Commonwealth of Massachusetts and shall be governed by Massachusetts law. The parties shall have all remedies provided by law to the same extent as if fully set forth herein.

8. **Amendments.** Any amendments to this Agreement shall be agreed upon, in writing, by the Town and the Owner.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against either party

**[Remainder of this page left intentionally blank.]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

Owner

\_\_\_\_\_  
By:

Town

\_\_\_\_\_  
By:

Approved as to form:

\_\_\_\_\_  
Town Counsel



