

PROJECT MANUAL

MGL c.30 §39M Over \$50K

Old Duck Pond Dam Breach

444 Green Street, Gardner, MA 01440



PREPARED FOR

Awarding Authority

Mount Wachusett Community College
444 Green Street
Gardner, MA 01440

Prime Designer

Haley & Aldrich
465 Medford St
Suite 2200
Charlestown, MA 02129

DATE: 30 May 2025

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PROJECT:

Mount Wachusett Community College
Old Duck Pond Dam Breach
Project No. MWC2450I FT1

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ADVERTISEMENT TO BID
MGL c.30 §39M Over \$50K

The **MOUNT WACHUSETT COMMUNITY COLLEGE**, the Awarding Authority, invites sealed bids from Contractors for the Old Duck Pond Dam Breach at in Gardner, Massachusetts, in accordance with the documents prepared by **HALEY & ALDRICH**.

The Project consists of but not limited to:

Perform a controlled breach of the Old Duck Pond Dam, which is deemed to be in poor condition. Install a culvert and re-grade the dam surface to be used as a walking path. Permanently lower the water level of the pond and restore the resulting area to a natural condition.

NOTE: Similar project experience is required per spec section 003100.

The work is estimated to cost **\$1,542,827.00**.

All bidding Requests for Information (RFIs) shall be submitted online by 07/17/2025 at 4:00PM EDT for general bids.

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 and received no later than the date and time specified.

General Bids will be received until **25 July 2025 at 2:00PM 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 **MOUNT WACHUSETT COMMUNITY COLLEGE**. Note: A bid deposit is not required for Projects advertised under \$50,000.

The Contractor and all subcontractors (collectively referred to as "the Contractor") agree to strive to achieve minority and women workforce participation. The Workforce Participation benchmark is set at 6.9% for women and 15.3% for minorities. The Workforce benchmark percentages are a statutory requirement under MGL c. 149 § 44A(2)(G).

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

PRE-BID CONFERENCE / SITE VISIT: Scheduled

Date and Time: 07/01/2025 at 10:00AM EDT

Address: 444 Green St., Gardner, MA 01440

Instructions: Please park and meet in the "D" parking lot (north side of campus). Contact Glen Fox at 603-316-9395 or gfox1@mwcc.mass.edu with questions regarding the walkthrough.

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 .

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. **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, 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, 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 . 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 003100
MINIMUM QUALIFICATIONS OF BIDDERS**

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

A. Sources of Information Considered

Respondent Contractors must submit documentation for the four (4) statutory evaluation criteria categories listed herein. Qualification will be based on the submitted information and materials as well as information on prior project performance, information obtained from references, information obtained from governmental agencies and entities, and such other information as may be obtained relating to the evaluation criteria categories. Mount Wachusett Community College may also request and review additional information as necessary to clarify or supplement the information provided.

Do not include superfluous material. Respondent Contractor must give complete and accurate answers to all questions and provide all the information requested. Making a materially false statement in this submission is grounds for rejection and debarment.

B. Evaluation Procedure

Mount Wachusett Community College shall evaluate interested Contractors based on the evaluation criteria set forth herein and assign points for each evaluation criterion category and subcategory provided herein. Mount Wachusett Community College shall prepare a written evaluation score form for each respondent Contractor that provides a composite point rating and a specific point rating for each of the evaluation criterion set forth herein. Mount Wachusett Community College shall only qualify those Contractor firms that have achieved the minimum points required in each category set forth herein and a minimum total score of seventy (70) points.

Only Contractor firms achieving the minimum score required in each evaluation category set forth herein, as well as a minimum total score of seventy (70) points overall shall be qualified. An interested Contractor's score shall be made available to the Contractor upon request, but is not a public record.

The decision of Mount Wachusett Community College shall be final and shall not be subject to appeal except on grounds of fraud or collusion.

C. Criteria for qualification

SECTION 003100
MINIMUM QUALIFICATIONS OF BIDDERS

Mount Wachusett Community College shall review and evaluate the information submitted by interested Contractors in accordance with the statutory point scheme set forth herein. The bidding documents shall set forth the available points for each evaluation sub-category in order to provide interested Contractors prior notice of the points available in each sub-category. Joint ventures must provide information about each of the joint venture partners.

1. Management Experience - (50 points available; minimum of 25 points required for qualification approval)

- a. Business Owners:** Provide the name, title, including a detailed description of the role and job responsibilities, scope of work and numbers of years with the firm for each of the business owner(s) of the firm. If the respondent Contractor is a partnership, respondent Contractor **MUST** provide the requested information for each general and limited partner. If the respondent Contractor is a corporation or limited liability company, respondent Contractor **MUST** provide the requested information for each officer, director and/or member. If the respondent Contractor is a joint venture, respondent Contractor must provide information about the nature of the joint venture including the approximate percentage participation by each joint venture partner and the division of responsibility among the joint venture partners. 2 point(s) available
- b. Management Personnel:** Provide the name, title, including a detailed description of the role and job responsibilities, scope of work, education, construction experience, years with the firm and list of all projects completed for all management personnel who will have any direct or indirect responsibility over the Project, including but not limited to project executives, project managers, field superintendents and field engineers along with an organizational chart. Joint ventures must identify the company that employs everyone listed. 10 points available
- c. Similar Project Experience:** Provide the project name, location, dates of construction, contact information of project owner or engineer, cost of construction, and a brief narrative of construction for four (4) similar projects undertaken by the firm in the last ten (10) years. Joint ventures must provide similar project experience for each individual joint venture partner.

“Similar projects” shall mean: 1) Construction, repair, and/or removal of dams in the Northeast region of the United States. 2) Projects that clearly demonstrate successful control of water, work in permitted wetland resource areas, and plantings. 3) Projects with construction costs of similar dollar

**SECTION 003100
MINIMUM QUALIFICATIONS OF BIDDERS**

value as this Project. Costs for similar projects will be adjusted for inflation. Cost, after inflation adjustment, will be no less than 50% of the estimated construction value of this project being bid.

- d. Terminations:** Provide a list of any projects on which the firm was terminated, held in default, or failed to complete the work within the last five (5) years. Include the name of the project, the timeframe of the project and circumstances surrounding the termination or default. Joint ventures must a list of termination for each joint venture partner. 4 points available
 - e. Lawsuits:** Provide a list of all lawsuits in which the trade contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. If the lawsuit was pending at any time during the last three (3) years (which includes any lawsuit that was commenced, dismissed, or resolved by settlement or judgment during that time), then it must be listed. Please note that the lawsuits listed shall not include actions that primarily involve personal injury, workers' compensation claims, or where the sole cause of action involves the trade contractor's exercise of its rights for direct payment under MLG c 30, §39F. Joint ventures must provide information regarding lawsuits for each joint venture partner. 3 points available.
 - f. Safety Record:** Provide the three (3) year history of the Contractor's workers' compensation experience modifier. In addition, provide documentation from the Contractor's insurance carrier supporting the rating history provided. Joint ventures must provide the safety history for each joint venture partner. 5 points available
2. **References** - (30 points available; minimum of 15 points required for qualification approval)
- a. Project References:** Provide reference information for owners and architects for each project listed in the response to Spec Section 00 31 00.01 - Schedule C, "Similar Project Experience." Joint ventures must provide project references for each joint venture partner. Information provided shall at least include project name and the names of the owner or enginner, with current telephone numbers, email addresses and a contact person for each. 24 points available
 - b. Credit References:** Provide a minimum of five (5) credit references, including the telephone numbers and email addresses of a contact person

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MINIMUM QUALIFICATIONS OF BIDDERS

from key suppliers, vendors and banks. Joint ventures must provide credit references for each joint venture partner. 1 point available

- c. **Public Project Record:** Provide a list of all completed public building construction projects worked on during the past ten (10) years with the project name, scope of work, contract value, start date, completion date, status of the project, owner's name (including address, telephone number, email addresses, and contact person) and architect's name (including address, telephone number, email addresses and contact person). Joint ventures must provide public project record information for each joint venture partner. 5 points available

3. Capacity to Complete Project - (20 points available; minimum of 10 points are required for qualification approval)

- a. **Prior Revenue:** Submit the prior annual revenue for the prior three (3) fiscal years. Joint ventures must provide prior annual revenue for each joint venture partner. 10 points
- b. **Revenue Under Contract:** Submit revenue under contract for the next three (3) years. Joint ventures must provide revenue under contract for each joint venture partner. 10 points

4. Mandatory Requirements: (no points are assigned)

- a. **Payment and Performance Bonds:** Interested Contractors must provide a commitment letter (from a surety company licensed to do business in the Commonwealth of Massachusetts and whose name appears on the United States Treasury Department Circular 570) for payment and performance bonds in an amount equal to or greater than one hundred and ten percent (110%) of the estimated trade contract value for the subtrade that the Contractor is seeking prequalification as set forth in Section I. The required commitment letter must be dated within the time frame of this procurement.

SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM

Mount Wachusett Community College – Old Duck Pond Dam Breach

Note: See Spec Section 00 31 00 for instructions on completing this Submission and accompanying Schedules A through L.

Contractor Name:	
Contractor Mailing Address:	
Contractor Street Address:	
Telephone Number:	
Contractor Email:	
Contact Person/Title:	

Last Modified: 06/25/2025 at 12:26PM EDT

SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM

1. Management Experience - (50 points available; minimum of 25 points required for qualification approval)

- a. Business Owners:** Interested Contractors must complete Schedule A and must attach to it a resume for each and every business owner of respondent Contractor firm.
- b. Management Personnel:** Interested Contractors must complete Schedule B and must attach to it an organizational chart AND a resume for each and every person who will have any management responsibility, direct or indirect, for the Project, including, but not limited to, project executives, project managers, field superintendents and field engineers.
- c. Similar Project Experience:** Interested Contractors must complete Schedule C and list four (4) similar projects for the last ten (10) years. For each project, respondent Contractor must include the name, location, dates of construction, contact information of project owner or engineer, cost of construction, and a brief narrative of construction. "Similar projects" shall be defined in Spec Section 00 31 00 for this Project.
- d. Terminations:** Interested Contractors must complete Schedule D and list each and every project on which respondent Contractor was terminated or failed to complete the work within the last five (5) years.
- e. Lawsuits:** Interested Contractors must complete Schedule E and list of all lawsuits in which the contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. If the lawsuit was pending at any time during the last three (3) years (which includes any lawsuit that was commenced, dismissed, or resolved by settlement or judgment during that time), then it must be listed. Please note that the lawsuits listed shall not include actions that primarily involve personal injury, workers' compensation claims, or where the sole cause of action involves the contractor's exercise of its rights for direct payment under MLG c 30, §39F. Joint ventures must provide information regarding lawsuits for each joint venture partner.
- f. Safety Record:** Interested Contractors must complete Schedule F and provide the three (3) year history of its workers' compensation modifier rating and must attach to Schedule F documentation from its insurance carrier supporting the ratings reported therein or no points may be awarded.

SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM

2. References - (30 points available; minimum of 15 points required for qualification approval)

- a. Project References:** Interested Contractors must complete Schedule G and provide project references from owners and architects for all projects listed in Schedule C.
- b. Credit References:** Interested Contractors must complete Schedule H and provide a minimum of five (5) credit references.
- c. Public Project Record:** Interested Contractors must complete Schedule I and list all completed public building construction projects completed by respondent Contractor during the past ten (10) years.

3. Capacity to Complete Project - (20 points available; minimum of 10 points are required for qualification approval)

- a. Prior Revenue:** Interested Contractors must complete Schedule J and list prior revenue for the last three (3) fiscal years.
- b. Revenue Under Contract:** Interested Contractors must complete Schedule K and list revenue under contract for the next three (3) fiscal years.

4. Mandatory Requirements: (no points are assigned)

- a. Payment and Performance Bonds:** Interested Contractors must attach to Schedule L a commitment letter (from a surety company licensed to do business in the Commonwealth of Massachusetts and whose name appears on United States Treasury Department Circular 570) for payment and performance bonds in an amount equal to or greater than one hundred ten percent (110%) of the estimated trade contract value of this Project. The required commitment letter must be dated within the time frame of this procurement.

5. Execution Requirements

- a. Incomplete or Inaccurate Information:** Failure to accurately and completely provide the information requested may result in disqualification.
- b. Authorization to Sign:** This form must be signed by an officer of the firm or an individual so authorized by an officer of the firm who has personal knowledge regarding the information contained herein.

SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM

- c. Debarment Status:** By signing below, the interested Contractor certifies that it is not currently debarred from performing public work for the Commonwealth of Massachusetts or the Federal Government.

[THIS SPACE IS INTENTIONALLY BLANK]

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Certification

The undersigned declares that he or she has carefully examined all the documents contained in the bidding documents for the project and certifies to the best of his/her knowledge, that this submission fully complies with all of the requirements of the bidding documents and all addenda and clarifications issued in regard to the bidding documents.

The undersigned also hereby certifies that he or she (or, if he or she is the authorized representative of a company, the company) is the only person interested in this Submission and any subsequent proposal; that it is made without any connection with any other person making any submission for the same work; that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this Submission or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Respondent has not influenced or attempted to influence any other person or corporation to file a Submission or subsequent proposal or to refrain from doing so or to influence the terms of the Submission or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned further certifies under pains and penalties of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty nine F of chapter twenty nine, or any other applicable debarment provision of any other chapter of the General Laws or any rule or regulation promulgated there under, and further is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned states that he or she has carefully examined all of the information provided and representations made in this Submission and the documents submitted with the Submission including all schedules, forms and materials, and certifies to the best of his/her knowledge, that this Submission in its entirety is complete, true and accurate.

Acknowledgement of Addenda. By signing below, the interested Contractor acknowledges receipt of the following addenda to this bidding documents:

Addenda No. (if any) _____

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY:

Signature: _____

(Signature of Authorized Representative)

SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

Project Name: _____

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE A – BUSINESS OWNERS: Interested Contractor **MUST** provide the following information and **attach a copy of the resume for each and every business owner of the firm.**

NAME	TITLE	ROLE/JOB RESPONSIBILITIES/ SCOPE OF WORK	# OF YEARS W/FIRM	EDUCATION/EXPERIENCE

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE B – MANAGEMENT PERSONNEL: Interested Contractors **MUST** provide the following information and **attach (1) an organizational chart and (2) copies of the resumes** for each and every person who will have any direct or indirect management responsibility for the Project, including but not limited to, project executives, project managers, project superintendents, etc.

NAME	TITLE	ROLE/JOB RESPONSIBILITIES/ SCOPE OF WORK	# OF YEARS W/FIRM	EDUCATION/EXPERIENCE	COMPLETED PROJECTS

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE C - SIMILAR PROJECT EXPERIENCE: Interested Contractor **MUST** list 4 similar projects respondent Contractor has completed during the last five (10) years. “Similar projects” shall be as defined in Spec Section 003100 which requests, among other things, projects of similar dollar value, size, scope and complexity as this Project. For each project listed provide a detailed description of the scope of work performed and provide contract amounts for that scope of work only.

Project 1.

Project Name and Location _____

Dates of Construction _____

Contact Information of Project Owner or Engineer _____

Cost of Construction _____

Brief Narrative of Construction _____

Project 2.

Project Name and Location _____

SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM

Dates of Construction _____

Contact Information of Project Owner or Engineer _____

Cost of Construction _____

Brief Narrative of Construction _____

Project 3.

Project Name and Location _____

Dates of Construction _____

Contact Information of Project Owner or Engineer _____

Cost of Construction _____

Brief Narrative of Construction _____

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Project 4.

Project Name and Location _____

Dates of Construction _____

Contact Information of Project Owner or Engineer _____

Cost of Construction _____

Brief Narrative of Construction _____

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE D - TERMINATIONS: Interested Contractors are required to list each and every project on which it was terminated or failed to complete the project within in the prior five (5) years.

PROJECT NAME & LOCATION	SCOPE OF WORK PERFORMED	CONTRACTED WITH	START & END DATES	ESTIMATED CONTRACT AMOUNT	% COMPLETE	REASON FOR TERMINATION OR FAILURE TO COMPLETE

Last Modified: 06/25/2025 at 12:26PM EDT

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE E - LAWSUITS: Interested Contractors are required to list all lawsuits in which the contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. If the lawsuit was pending at any time during the last three (3) years (which includes any lawsuit that was commenced, dismissed, or resolved by settlement or judgment during that time), then it must be listed. Please note that the lawsuits listed shall not include actions that primarily involve personal injury, workers' compensation claims, or where the sole cause of action involves the contractor's exercise of its rights for direct payment under MLG c 30, §39F. Joint ventures must provide information regarding lawsuits for each joint venture partner.

PROJECT NAME & LOCATION	PROJECT OWNER	DESCRIPTION OF LEGAL PROCEEDING (include caption of case, parties, location of proceeding, description of the dispute and status and/or outcome)

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE F – SAFETY RECORD: Interested Contractors are required to provide the three (3) three year history of its workers' compensation experience modifier and **attach documentation from its insurance carrier** supporting the ratings reported.

YEAR	WORKERS' COMP. EXPERIENCE MODIFIER	COMMENTS

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE G - PROJECT REFERENCES: Interested Contractors are required to list references for prior work respondent Contractor has performed which appears in **Schedule C**.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE#	EMAIL ADDRESS
	OWNER:			
	DESIGNER:			
	OWNER:			
	DESIGNER:			
	OWNER:			
	DESIGNER:			

Last Modified: 06/25/2025 at 12:26PM EDT

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE H - CREDIT REFERENCES: Interested Contractors are required to list a minimum of five (5) credit references from banks, suppliers and/or vendors.

CHECK ONE	COMPANY NAME	CONTACT PERSON	TELE#	EMAIL ADDRESS
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> VENDOR				

Last Modified: 06/25/2025 at 12:26PM EDT

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name: _____

SCHEDULE I - PUBLIC PROJECT RECORD: – Interested Contractors are required to list all completed public buildings during the past ten (10) years in accordance. (Respondent Contractor may attach additional pages if necessary).

PROJECT INFORMATION	CONTACT INFORMATION Provide business and contact name, address, telephone and email
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name: _____

SCHEDULE J – PRIOR REVENUE: – Interested Contractors are required to list prior revenue for the last three (3) fiscal years.

Firm's fiscal year runs _____ to _____.

YEAR	PRIOR ANNUAL REVENUE (\$)

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

SCHEDULE K – REVENUE UNDER CONTRACT: – Interested Contractors are required to list revenue under contract for next three (3) fiscal years.

Firm's fiscal year runs _____ to _____.

YEAR	REVENUE UNDER CONTRACT (\$)

**SECTION 003100.01
CONTRACTOR QUALIFICATIONS FORM**

Firm Name:_____

Schedule L – LETTER EVIDENCING BONDING CAPACITY

Respondent Contractors must attach here a letter from a surety company (or from an agent meeting the criteria set forth above) evidencing that the surety will provide respondent with payment and performance bonds for the Project in an amount equal to or greater than One Hundred and Ten Percent (110%) of the estimated trade contract value of the Project. The surety company must meet the requirements set forth above. The required commitment letter must be dated within the time frame of this procurement.

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

TO THE AWARDING AUTHORITY: Mount Wachusett Community College

A. The Undersigned proposes to furnish all labor and materials required for **Old Duck Pond Dam Breach [Project #MWC2450I FT1]** at in Gardner, Massachusetts, in accordance with the accompanying plans and specifications prepared by **Haley & Aldrich** 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	\$	
Bid Amount in Words			Bid Amount in Numbers
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: _____ _____ _____	
Awarding Authority Reference Contact	Prime Designer Reference Contact
_____ _____ _____ _____	_____ _____ _____ _____
Project Manager Reference Contact	General Contractor Reference Contact
_____ _____ _____ _____	_____ _____ _____ _____

Similar Project 2

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

SIMILAR PROJECTS - REFERENCE FORM

Similar Project 3

Project Address: _____

Start Date: _____ End Date: _____

Current Cost: _____ Original Cost: _____

Cost Change Explanation: _____

Project Description: _____

Awarding Authority Reference Contact

Prime Designer Reference Contact

Project Manager Reference Contact

General Contractor Reference Contact

Similar Project 4

Project Address: _____

Start Date: _____ End Date: _____

Current Cost: _____ Original Cost: _____

Cost Change Explanation: _____

Project Description: _____

Awarding Authority Reference Contact

Prime Designer Reference Contact

Project Manager Reference Contact

General Contractor Reference Contact

SIMILAR PROJECTS - REFERENCE FORM

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

COMPLETE THIS FORM ONLINE

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SECTION 00 42 00
BID FORM

NOTE: THE TOTAL PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL PRICE
007200.1	General Conditions	LS	1		
TOTAL PRICE IN WORDS:					
311200.1	Demolition	LS	1		
TOTAL PRICE IN WORDS:					
312300.1	Earthwork	LS	1		
TOTAL PRICE IN WORDS:					
312300.2	Sedimentation Control Barrier	LF	800		
TOTAL PRICE IN WORDS:					
312300.3	Off-Site Topsoil	Ton	800		
TOTAL PRICE IN WORDS:					
312300.4	Off-Site River Stone	Ton	50		
TOTAL PRICE IN WORDS:					

CARRIED FORWARD

SECTION 00 42 00
BID FORM

BROUGHT FORWARD _____

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL PRICE
312319.1	Control of Water	LS	1	_____	_____
TOTAL PRICE IN WORDS: _____					
323129.1	Guard Rail	LS	1	_____	_____
TOTAL PRICE IN WORDS: _____					
329200.1	New England Wetland Seed Mix	LBS	150	_____	_____
TOTAL PRICE IN WORDS: _____					
329200.2	Seeding	LS	1	_____	_____
TOTAL PRICE IN WORDS: _____					
329300.1	Scrub Shrub Wetland	EACH	700	_____	_____
TOTAL PRICE IN WORDS: _____					
329300.2	Riparian Forest	EACH	800	_____	_____
TOTAL PRICE IN WORDS: _____					

CARRIED FORWARD _____

SECTION 00 42 00
BID FORM

BROUGHT FORWARD _____

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL PRICE
329300.3	Live Stakes	EACH	180	_____	_____

TOTAL PRICE IN WORDS: _____

334216.1	Precast Concrete Box Culvert	LF	80	_____	_____
----------	------------------------------	----	----	-------	-------

TOTAL PRICE IN WORDS: _____

TOTAL BASE BID _____

TOTAL BASE BID IN WORDS _____

SECTION 00 42 00
BID FORM

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

BID FORM SIGNATURE(S)
The Corporate Seal of

(Print the full name of Bidder's Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer) (Title)

(Corporate Seal)

(Authorized signing officer) (Title)

(Notary Public) (Date Commission Expires)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

SECTION 005201
AWARDING AUTHORITY CONTRACTOR AGREEMENT

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE OVER SPEC SECTIONS 00 52 00.

Agreement

MOUNT WACHUSETT COMMUNITY COLLEGE

AGREEMENT made this _____ day of July in the year 2025 by and between Mount Wachusett Community College called Owner and _____ hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 The Project is the Old Duck Pond Dam Breach project. The Contractor shall perform the Work as specified or indicated in the Contract Documents. The Work is as described on the Old Duck Pond Dam Breach Drawings and Specifications and summarized in Section 011100 – Summary of Work.

ARTICLE 2. ENGINEER.

2.1 The Engineer for this project is Haley & Aldrich, and designated representatives of Mount Wachusett Community College, who will act in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall commence within 30 days following the effective date of the Agreement. The Contract Time shall be 210 calendar days for substantial completion of all work, except for specific landscaping/planting work which depend on season and weather conditions, unless approved otherwise. The Owner reserves the right to shut the job down if inclement weather interferes with the work. The Contract Time for Final Completion shall be within 340 calendar days.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual conditions prevailing in this locality.

3.3 The total term of this Contract shall be two (2) years.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the price agreed upon in the Contractor's Bid Form attached to this Agreement. The amount of this Contract is \$ _____.

SECTION 005201
AWARDING AUTHORITY CONTRACTOR AGREEMENT

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions of the Contract. Applications for Payment will be processed by Engineer as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as approved by Engineer, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1. of the General Conditions of the Contract.

6.2 Owner will make progress and final payments as provided in Article 14 of the Conditions of the Contract and in accordance with the applicable Massachusetts General Law. A retainage of 5% will be applied to each progress payment.

ARTICLE 7. NOT APPLICABLE.

ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, the Work site, local conditions, and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.2 Contractor has given Engineer written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.3 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 The Contract Documents which comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.1.1 Instructions To Bidders.

9.1.2 Bidders Qualification Form.

9.1.3 Bid Form.

9.1.4 This Agreement.

SECTION 005201
AWARDING AUTHORITY CONTRACTOR AGREEMENT

9.1.5 Construction Performance Bond

9.1.6 Construction Payment Bond

9.1.7 Certificate of Insurance

9.1.8 General Conditions

9.1.9 Amendments to General Conditions

9.1.10 Specifications

9.1.11 Drawings dated 5/30/2025

9.1.12 Order of Conditions, issued by the Gardner Conservation Commission

9.1.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS.

10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement shall become effective on _____, 2025.

Owner

Contractor

**SECTION 005201
AWARDING AUTHORITY CONTRACTOR AGREEMENT**

_____ _____ _____ _____	BY:	_____ _____
--	-----	--------------------

MOUNT WACHUSETT COMMUNITY COLLEGE

Address for giving notices:
Mount Wachusett Community College
444 Green Street
Gardner, MA 01440

Address for giving notices:

As required by Chapter 693 of the Acts of 1964 (M.G.L. Chapter 44 Section 31C), this is to certify that Mount Wachusett Community College has an appropriation which is adequate to cover the cost of this contract.

_____ Date	_____ Signature of VP of Finance and Administration
---------------	--

Note: If Contractor is a corporation or other legal entity, an affidavit and Certificate of Vote giving the principal the right to sign the Agreement must accompany the executed Agreement.

Last Modified: 06/25/2025 at 12:26PM EDT

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT
WITH SPEC SECTION 07 72 00.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. “*Or-Equal*” *Items*: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 007202
Supplementary Conditions

MOUNT WACHUSETT COMMUNITY COLLEGE

1-A State Government Provisions - State Government Provisions included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be also inserted herein in accordance with paragraph 3.01D of the Supplementary Conditions.

1-B Commonwealth of Massachusetts Provisions - The Owner and Contractor agree that the following Commonwealth of Massachusetts Provisions apply to the work to be performed under this Contract and that these provisions supersede any conflicting provisions of this Contract.

Massachusetts General Laws:

Chapter 30, Section 39F
Chapter 30, Section 39G
Chapter 30, Section 39I
Chapter 30, Section 39J
Chapter 30, Section 39K
Chapter 30, Section 39L
Chapter 30, Section 39M
Chapter 30, Section 39M.5
Chapter 30, Section 39N
Chapter 30, Section 39O
Chapter 30, Section 39P
Chapter 30, Section 39Q
Chapter 30, Section 39R
Chapter 30, Section 39S
Chapter 82, Sections 40 and 40A through 40E
Chapter 82A, Section 1
Chapter 149, Section 34
Chapter 149, Section 44J
State Wage Rates

1-C Mount Wachusett Community College - The Owner and Contractor agree that the following Mount Wachusett Community College Provisions apply to the work to be performed under this Contract and that these provisions supersede any conflicting provisions of this Contract.

Construction shall be in accordance with the Order of Conditions issued by the Gardner Conservation Commission.

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SPECIAL PROVISIONS

1. ACTIVE CAMPUS AND OCCUPIED BUILDING

- A. Mount Wachusett Community College shall remain an active, occupied campus throughout the entire construction period.
- B. The Haley Complex and Fitness Center occupancy shall be uninterrupted and shall remain operational during normal working hours throughout the entire construction period. Sequence the Work and maintain all systems required to support continued operation and occupancy.

2. CONSTRUCTION SCHEDULE, SITE LOGISTICS, WEEKLY COORDINATION MEETINGS

- A. The General Contractor shall provide a Baseline Master Schedule to the Owner within 7 days of award. The General Contractor shall provide a monthly update of the master schedule.
- B. The Contractor shall submit a site utilization and logistics plan which indicates material storage and laydown areas, cranes, temporary facilities, including temporary equipment, dumpsters, construction office and toilets, etc. to the Owner 14 days prior to mobilizing to the site. Mobilization shall not proceed until the Owner has approved the logistics plan.
- C. The Contractor will facilitate the weekly construction meetings with the Owner, Owner's Project Manager, Architect and Engineers. The Contractor shall issue meeting minutes within 48 hours after each meeting. Meetings shall include accommodations for virtual participants including voice, video and screen-sharing capabilities. As part of the meeting minute attachments the Contractor shall provide:
 - i. An updated 3 week look-ahead schedule detailing upcoming work. The look-ahead shall indicate where work is planned to be off-hours or where it is anticipated to cause disruptions to ongoing building or campus activities.
 - ii. An updated change order log;
 - iii. An updated proposal request / potential change order log;
 - iv. An updated RFI log;
 - v. An updated Submittal log, which shall highlight and track all critical path submittals.

3. EMERGENCY CONTACTS

- A. The Contractor shall submit to the Owner, the Owner's Project Manager and Campus Police a list of names, addresses, and telephone numbers of key members of their organization including Project Executive, Project Manager, Superintendent, Company Owner, and personnel at the site to be contacted in the event of emergencies at the site which may occur during non-working hours.

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SPECIAL PROVISIONS

4. PROVISIONS FOR PROSECUTION OF WORK

- A. Before starting any work under this Contract, the Contractor shall submit a *Safeguards During Construction Narrative* and a Contractor Safety Plan. These shall address construction procedures, scheduling details for completing the work, and proposed safety and other measures the company will use during the prosecution of the work. Approval of these items by the Owner and Owner's Project Manager is required prior to commencement of construction.
- B. Particular care shall be taken to establish and maintain methods and procedures which will not create hazards to public safety.
- C. All normal pedestrian and vehicular traffic around the site shall be maintained by proper scheduling of work. Access shall be maintained to the site and building entries and points of egress.
- D. The Contractor shall provide, place and erect all necessary barricades and warning signs and maintain adequate lights and illumination. The Contractor shall be responsible for all damage to the work due to any failure of signs and barricades to protect the work from traffic, pedestrians, or other causes.
- E. The Contractor shall supervise and direct the Work, using their best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the Premises during the performance of the Work. He/she shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

5. PUBLIC SAFETY

- A. The Contractor shall provide safe and convenient access for Campus Police, City fire department apparatus and other emergency vehicles at all times.
- B. The contractor shall 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.

6. CONSTRUCTION SAFETY

- A. The General Contractor and all Subcontractors shall comply with all laws, regulations, and orders promulgated and issued.
- B. Provisions for safety controls for construction operations shall be considered incidental to this contract and the costs for safety controls shall be included in the price for those contract items requiring such controls.

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- C. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." Contractors shall be familiar with the requirements of these regulations.
- D. Any safety or potential criminal incident on the Construction site under the direction of the Contractor shall be reported to the appropriate response agency. The Contractor shall, within 24 hours, submit a written report of the incident to the Owner.
- E. Seven days prior to crane operations occurring the Contractor shall submit for approval to the Owner and Owner's Project Manager a crane pick plan, including 3rd party inspection, job hazard analysis, operator license and site logistics plan with dimensions.
- F. No radios, CD players, cassette tape players or personal audio/ video systems are allowed.
- A. No alcoholic beverage, marijuana or tobacco shall brought to or consumed on campus by Contractors or Subcontractors and their personnel.

7. COMPLIANCE WITH OSHA "LEAD IN CONSTRUCTION" REQUIREMENTS

- A. The project may encounter lead-based paint during the renovations. The Contractor shall address any lead-based paint encountered through the Contractor's existing lead paint safety program established and administered in full compliance with OSHA 1926.62 Lead in Construction. Refer to Section 013300 – SUBMITTALS for additional requirements.

8. PROJECT MANAGEMENT

- A. **Electronic Web Based Project Management Software:** The Contractor shall include all cost and resources required to maintain web-based electronic project management software to host, share and electronically manage all Submittals, RFIs, Drawings, Architect document changes (RFIs, CCDs, ASIs, etc), Contractor Daily Reports, Daily Progress Photos, Time & Material tickets, change orders, potential change orders, schedule updates, etc.
- B. **Daily Reports:** The Contractor shall prepare and maintain daily reports listing at a minimum man-hours for each day, weather, construction activities, sub-contractors present on-site, visitors to the site, etc. Daily reports shall be provided to the Owner's Project Manager immediately upon request.
- C. **Cost Reports / Forecasts:** The Contractor shall submit monthly updated cost reports / financial forecasts.

9. CONTRACTOR PERSONNEL

- A. **SUPERINTENDENT:** The Contractor shall employ a licensed and competent full-time superintendent and necessary assistants who shall be in attendance at the Project site

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SPECIAL PROVISIONS

at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall remove the superintendent if requested to do so by the Owner and shall replace him with a competent person acceptable to the Owner. The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

- B. **PROJECT MANAGER:** The Contractor shall employ a competent Project Manager and necessary assistants as required. This employee shall be separate from the onsite Superintendent. The Project Manager shall be present at every weekly project meeting. Contractor shall remove the Project Manager if requested to do so by the Owner and shall replace him with a competent person acceptable to the Owner.

10. PERMITS

- A. The Contractor shall be responsible for obtaining all necessary permits prior to commencing work.

11. UTILITIES

- A. The Contractor shall make their own investigation to assure that no damage to existing utility structures, drainage lines, electrical lines, and other utilities will occur as a result of their work.
- B. The Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number of each location prior to disturbing ground in any way, as applicable.

12. HAZARDOUS MATERIALS

- A. The Contractor shall be responsible for the proper handling and disposal of the hazardous materials indicated in the scope of work. Handling and disposal shall be pursuant to all local, state, and federal laws and regulations. The Owner shall be provided any manifests related to hazardous waste handling and disposal.
- B. If the Contractor finds, during the course of their work, any potential hazardous or other contaminated waste that is not listed above, he/she/shall immediately notify the Owner.

13. TRASH AND DEBRIS

- A. Trash and construction debris shall not be allowed to accumulate on the site. Contractor shall remove debris no less than once a week. Debris shall be covered at the end of each day. The contractor shall provide daily and/or continuous broom-sweeping of all areas

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affected by construction activities and secure all debris and materials to promote the safety of construction staff and the public.

14. SALES TAX EXEMPTION

- A. All materials and items which will be incorporated into the project, and which will become the property of the Owner upon completion of said project, will be exempt from the Massachusetts Sales Tax, in accordance with, and subject to the provisions of, M.G.L. Chapter 64H, Section 6(f).

15. COOPERATION BY CONTRACTOR

- A. Mount Wachusett Community College retains the right to bid, award and execute other contracts on premises simultaneous to the work under this contract. The Contractor shall notify the Owner, Owner's Project Manager and Architect at least 14 days prior to any shut-downs of any existing building or campus services that could affect other Owner activities on premises.

16. SITE INVESTIGATION

- A. The Contractor acknowledges that he/she/they has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents made a part of this contract. Any failure of the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor. The Contractor is further directed to make any and all questions known to the Owner, Owner's Project Manager and Architect.

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

MAURA HEALY
Governor

KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Mount Wachusett Community College **City/Town:** GARDNER

Contract Number:

Description of Work: The old duck pond dam is in disrepair. It is currently on the Office of Dam Safety list as a hazard. The dam is being and the pond is being brought back to its original state before the dam was installed.

Job Location: 444 Green Street, Gardner, MA 01440

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	6/1/2025	\$43.80	\$14.50	\$4.30	\$6.75	\$0.00	\$69.35
HEAT & FROST INSULATORS LOCAL 6	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							
ASPHALT RAKER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2025	\$63.66	\$11.49	\$15.57	\$7.33	\$0.00	\$98.05
BRICKLAYERS LOCAL 3	8/1/2025	\$65.81	\$11.49	\$15.57	\$7.33	\$0.00	\$100.20
BRICKLAYERS LOCAL 3 (LOWELL)	2/1/2026	\$67.16	\$11.49	\$15.57	\$7.33	\$0.00	\$101.55
	8/1/2026	\$69.36	\$11.49	\$15.57	\$7.33	\$0.00	\$103.75
	2/1/2027	\$70.76	\$11.49	\$15.57	\$7.33	\$0.00	\$105.15

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.83	\$11.49	\$15.57	\$7.33	\$0.00	\$66.22
2	60.00	\$38.20	\$11.49	\$15.57	\$7.33	\$0.00	\$72.59
3	70.00	\$44.56	\$11.49	\$15.57	\$7.33	\$0.00	\$78.95
4	80.00	\$50.93	\$11.49	\$15.57	\$7.33	\$0.00	\$85.32
5	90.00	\$57.29	\$11.49	\$15.57	\$7.33	\$0.00	\$91.68

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.33	\$0.00	\$67.30
2	60.00	\$39.49	\$11.49	\$15.57	\$7.33	\$0.00	\$73.88
3	70.00	\$46.07	\$11.49	\$15.57	\$7.33	\$0.00	\$80.46
4	80.00	\$52.65	\$11.49	\$15.57	\$7.33	\$0.00	\$87.04
5	90.00	\$59.23	\$11.49	\$15.57	\$7.33	\$0.00	\$93.62

BULLDOZER/GRADER/SCRAPER	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45

Last Modified: 06/25/2025 at 12:26PM EDT

Last Modified: 06/25/2025 at 12:26PM EDT

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
	6/1/2026	\$51.90	\$9.90	\$9.25	\$9.80	\$0.00	\$80.85
	12/1/2026	\$53.40	\$9.90	\$9.25	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN LABORERS	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
	6/1/2026	\$51.08	\$9.90	\$9.25	\$9.80	\$0.00	\$80.03
	12/1/2026	\$52.58	\$9.90	\$9.25	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS - ZONE 2	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2025	\$49.62	\$9.83	\$11.47	\$8.50	\$0.00	\$79.42
CARPENTERS	9/1/2025	\$50.87	\$9.83	\$11.47	\$8.50	\$0.00	\$80.67
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2026	\$52.12	\$9.83	\$11.47	\$8.50	\$0.00	\$81.92
	9/1/2026	\$53.37	\$9.83	\$11.47	\$8.50	\$0.00	\$83.17
	3/1/2027	\$54.62	\$9.83	\$11.47	\$8.50	\$0.00	\$84.42

Apprentice: CARPENTER							
Effective Date: 3/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
2	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
3	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
4	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
5	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
6	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
7	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77
8	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.89	\$9.83	\$0.00	\$1.73	\$0.00	\$34.45
2	45.00	\$22.89	\$9.83	\$0.00	\$1.73	\$0.00	\$34.45
3	55.00	\$27.98	\$9.83	\$0.00	\$3.40	\$0.00	\$41.21
4	55.00	\$27.98	\$9.83	\$0.00	\$3.40	\$0.00	\$41.21
5	70.00	\$35.61	\$9.83	\$11.41	\$5.10	\$0.00	\$61.95
6	70.00	\$35.61	\$9.83	\$11.41	\$5.10	\$0.00	\$61.95
7	80.00	\$40.70	\$9.83	\$11.44	\$6.80	\$0.00	\$68.77
8	80.00	\$40.70	\$9.83	\$11.44	\$6.80	\$0.00	\$68.77
CARPENTER WOOD FRAME	10/1/2024	\$26.65	\$7.02	\$3.80	\$1.00	\$0.00	\$38.47
CARPENTERS	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
CARPENTERS-ZONE 3 (Wood Frame)	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
All Aspects of New Wood Frame Work							
Apprentice: CARPENTER WOOD FRAME Effective Date: 10/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
2	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
3	65.00	\$17.32	\$7.02	\$0.00	\$1.00	\$0.00	\$25.34
4	70.00	\$18.66	\$7.02	\$0.00	\$1.00	\$0.00	\$26.68
5	75.00	\$19.99	\$7.02	\$3.80	\$1.00	\$0.00	\$31.81
6	80.00	\$21.32	\$7.02	\$3.80	\$1.00	\$0.00	\$33.14
7	85.00	\$22.65	\$7.02	\$3.80	\$1.00	\$0.00	\$34.47
8	90.00	\$23.99	\$7.02	\$3.80	\$1.00	\$0.00	\$35.81
Apprentice: CARPENTER WOOD FRAME Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
2	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
3	65.00	\$18.04	\$7.02	\$0.00	\$1.00	\$0.00	\$26.06
4	70.00	\$19.43	\$7.02	\$0.00	\$1.00	\$0.00	\$27.45
5	75.00	\$20.81	\$7.02	\$3.80	\$1.00	\$0.00	\$32.63
6	80.00	\$22.20	\$7.02	\$3.80	\$1.00	\$0.00	\$34.02
7	85.00	\$23.59	\$7.02	\$3.80	\$1.00	\$0.00	\$35.41
8	90.00	\$24.98	\$7.02	\$3.80	\$1.00	\$0.00	\$36.80
CEMENT MASONRY/PLASTERING	7/1/2024	\$49.19	\$13.35	\$16.43	\$7.78	\$1.80	\$88.55

Last Modified: 06/25/2025 at 12:26PM EDT

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3							
BRICKLAYERS LOCAL 3 (LOWELL)							

Apprentice: CEMENT MASONRY/PLASTERING**Effective Date: 7/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.60	\$13.35	\$16.43	\$0.00	\$0.00	\$54.38
2	60.00	\$29.51	\$13.35	\$16.43	\$2.78	\$1.80	\$63.87
3	65.00	\$31.97	\$13.35	\$16.43	\$3.78	\$1.80	\$67.33
4	70.00	\$34.43	\$13.35	\$16.43	\$4.78	\$1.80	\$70.79
5	75.00	\$36.89	\$13.35	\$16.43	\$5.78	\$1.80	\$74.25
6	80.00	\$39.35	\$13.35	\$16.43	\$6.78	\$1.80	\$77.71
7	90.00	\$44.27	\$13.35	\$16.43	\$7.78	\$1.80	\$83.63

CHAIN SAW OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2025	\$59.51	\$15.55	\$13.25	\$3.25	\$0.00	\$91.56
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$60.98	\$15.55	\$13.25	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$62.31	\$15.55	\$13.25	\$3.25	\$0.00	\$94.36
	12/1/2026	\$63.79	\$15.55	\$13.25	\$3.25	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: DELEADER (BRIDGE)**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
<div>Apprentice: DELEADER (BRIDGE)</div> <div>Effective Date: 1/1/2025</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>4</td><td>65.00</td><td>\$38.00</td><td>\$9.95</td><td>\$0.00</td><td>\$7.87</td><td>\$0.00</td><td>\$55.82</td></tr><tr><td>5</td><td>70.00</td><td>\$40.92</td><td>\$9.95</td><td>\$11.85</td><td>\$8.47</td><td>\$0.00</td><td>\$71.19</td></tr><tr><td>6</td><td>75.00</td><td>\$43.85</td><td>\$9.95</td><td>\$11.85</td><td>\$9.08</td><td>\$0.00</td><td>\$74.73</td></tr><tr><td>7</td><td>80.00</td><td>\$46.77</td><td>\$9.95</td><td>\$11.85</td><td>\$9.68</td><td>\$0.00</td><td>\$78.25</td></tr><tr><td>8</td><td>90.00</td><td>\$52.61</td><td>\$9.95</td><td>\$11.85</td><td>\$10.89</td><td>\$0.00</td><td>\$85.30</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82	5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19	6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73	7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25	8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82																																																
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19																																																
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73																																																
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25																																																
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30																																																
DEMO: ADZEMAN	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55																																																
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05																																																
LABORERS - ZONE 2	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60																																																
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10																																																
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70																																																
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30																																																
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98																																																
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65																																																
For apprentice rates see "Apprentice- LABORER"																																																							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55																																																
LABORERS	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05																																																
LABORERS - ZONE 2	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60																																																
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10																																																
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70																																																
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30																																																
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98																																																
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65																																																
For apprentice rates see "Apprentice- LABORER"																																																							
DEMO: BURNERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30																																																
LABORERS	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80																																																
LABORERS - ZONE 2	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35																																																
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85																																																
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45																																																
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05																																																
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73																																																
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40																																																
For apprentice rates see "Apprentice- LABORER"																																																							
DEMO: CONCRETE CUTTER/SAWYER	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55																																																
LABORERS	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05																																																
LABORERS - ZONE 2	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60																																																
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10																																																
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70																																																
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30																																																
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98																																																
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65																																																
For apprentice rates see "Apprentice- LABORER"																																																							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96							

Last Modified: 06/25/2025 at 12:26PM EDT

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34

Apprentice: ELECTRICIAN							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$18.82	\$13.99	\$0.56	\$0.00	\$0.00	\$33.37
2	45.00	\$21.17	\$13.99	\$0.64	\$0.00	\$0.00	\$35.80
3	48.00	\$22.58	\$13.99	\$13.31	\$2.48	\$0.00	\$52.36
4	55.00	\$25.88	\$13.99	\$13.41	\$2.85	\$0.00	\$56.13
5	65.00	\$30.58	\$13.99	\$13.55	\$3.36	\$0.00	\$61.48
6	80.00	\$37.64	\$13.99	\$13.76	\$4.14	\$0.00	\$69.53

Apprentice: ELECTRICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.26	\$14.98	\$0.58	\$0.00	\$0.00	\$34.82
2	45.00	\$21.67	\$14.98	\$0.65	\$0.00	\$0.00	\$37.30
3	48.00	\$23.12	\$14.98	\$13.55	\$2.54	\$0.00	\$54.19
4	55.00	\$26.49	\$14.98	\$13.65	\$2.92	\$0.00	\$58.04
5	65.00	\$31.30	\$14.98	\$13.80	\$3.45	\$0.00	\$63.53
6	80.00	\$38.53	\$14.98	\$14.02	\$4.24	\$0.00	\$71.77

ELEVATOR CONSTRUCTOR	1/1/2025	\$62.83	\$16.28	\$10.96	\$10.40	\$0.00	\$100.47
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$63.68	\$16.38	\$11.06	\$10.70	\$0.00	\$101.82
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$64.53	\$16.48	\$11.16	\$11.00	\$0.00	\$103.17

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.42	\$16.28	\$0.00	\$0.00	\$0.00	\$47.70
2	55.00	\$34.56	\$16.28	\$10.96	\$10.40	\$0.00	\$72.20
3	65.00	\$40.84	\$16.28	\$10.96	\$10.40	\$0.00	\$78.48
4	70.00	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
5	80.00	\$50.26	\$16.28	\$10.96	\$10.40	\$0.00	\$87.90

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.84	\$16.38	\$0.00	\$0.00	\$0.00	\$48.22
2	55.00	\$35.02	\$16.38	\$11.06	\$10.70	\$0.00	\$73.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2026							
	Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment Total Rate
	3	65.00	\$41.39	\$16.38	\$11.06	\$10.70	\$0.00 \$79.53
	4	70.00	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00 \$82.72
	5	80.00	\$50.94	\$16.38	\$11.06	\$10.70	\$0.00 \$89.08
<hr/>							
ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00	\$82.72
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$45.17	\$16.48	\$11.16	\$11.00	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
<hr/>							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
<hr/>							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$53.22	\$15.30	\$13.15	\$3.25	\$0.00	\$84.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$54.51	\$15.30	\$13.15	\$3.25	\$0.00	\$86.21
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.95	\$15.30	\$13.15	\$3.25	\$0.00	\$87.65
	11/1/2026	\$57.24	\$15.30	\$13.15	\$3.25	\$0.00	\$88.94
	5/1/2027	\$58.67	\$15.30	\$13.15	\$3.25	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
<hr/>							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2025	\$54.82	\$15.30	\$13.15	\$3.25	\$0.00	\$86.52
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$56.12	\$15.30	\$13.15	\$3.25	\$0.00	\$87.82
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$57.57	\$15.30	\$13.15	\$3.25	\$0.00	\$89.27
	11/1/2026	\$58.87	\$15.30	\$13.15	\$3.25	\$0.00	\$90.57
	5/1/2027	\$60.32	\$15.30	\$13.15	\$3.25	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
<hr/>							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$26.22	\$15.30	\$13.15	\$3.25	\$0.00	\$57.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$26.98	\$15.30	\$13.15	\$3.25	\$0.00	\$58.68
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$27.83	\$15.30	\$13.15	\$3.25	\$0.00	\$59.53
	11/1/2026	\$28.59	\$15.30	\$13.15	\$3.25	\$0.00	\$60.29
	5/1/2027	\$29.44	\$15.30	\$13.15	\$3.25	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
<hr/>							
FIRE ALARM INSTALLER	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
<hr/>							
FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER)	6/1/2025	\$47.02	\$15.55	\$13.25	\$3.25	\$0.00	\$79.07
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$48.19	\$15.55	\$13.25	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$49.25	\$15.55	\$13.25	\$3.25	\$0.00	\$81.30
	12/1/2026	\$50.43	\$15.55	\$13.25	\$3.25	\$0.00	\$82.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
LABORERS	12/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57
	12/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

FLOORCOVERER	3/1/2024	\$49.47	\$8.83	\$11.47	\$8.80	\$0.00	\$78.57
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.74	\$8.83	\$0.00	\$1.76	\$0.00	\$35.33
2	55.00	\$27.21	\$8.83	\$0.00	\$1.76	\$0.00	\$37.80
3	60.00	\$29.68	\$8.83	\$0.00	\$3.52	\$0.00	\$42.03
4	65.00	\$32.16	\$8.83	\$0.00	\$3.52	\$0.00	\$44.51
5	70.00	\$34.63	\$8.83	\$11.47	\$5.28	\$0.00	\$60.21
6	75.00	\$37.10	\$8.83	\$11.47	\$5.28	\$0.00	\$62.68
7	80.00	\$39.58	\$8.83	\$11.47	\$7.04	\$0.00	\$66.92
8	85.00	\$42.05	\$8.83	\$11.47	\$7.04	\$0.00	\$69.39

FORK LIFT/CHERRY PICKER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2025	\$47.96	\$9.95	\$11.85	\$12.10	\$0.00	\$81.86
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.98	\$9.95	\$0.00	\$0.00	\$0.00	\$33.93
2	55.00	\$26.38	\$9.95	\$0.00	\$6.66	\$0.00	\$42.99
3	60.00	\$28.78	\$9.95	\$0.00	\$7.26	\$0.00	\$45.99
4	65.00	\$31.17	\$9.95	\$0.00	\$7.87	\$0.00	\$48.99
5	70.00	\$33.57	\$9.95	\$11.85	\$8.47	\$0.00	\$63.84
6	75.00	\$35.97	\$9.95	\$11.85	\$9.08	\$0.00	\$66.85
7	80.00	\$38.37	\$9.95	\$11.85	\$9.68	\$0.00	\$69.85
8	90.00	\$43.16	\$9.95	\$11.85	\$10.89	\$0.00	\$75.85
HOISTING ENGINEER/CRANES/GRADALLS	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.08	\$0.00	\$0.00	\$0.00	\$0.00	\$32.08
2	60.00	\$35.00	\$15.55	\$13.25	\$3.25	\$0.00	\$67.05
3	65.00	\$37.91	\$15.55	\$13.25	\$3.25	\$0.00	\$69.96
4	70.00	\$40.83	\$15.55	\$13.25	\$3.25	\$0.00	\$72.88
5	75.00	\$43.75	\$15.55	\$13.25	\$3.25	\$0.00	\$75.80
6	80.00	\$46.66	\$15.55	\$13.25	\$3.25	\$0.00	\$78.71
7	85.00	\$49.58	\$15.55	\$13.25	\$3.25	\$0.00	\$81.63
8	90.00	\$52.50	\$15.55	\$13.25	\$3.25	\$0.00	\$84.55
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$15.55	\$13.25	\$3.25	\$0.00	\$67.92
3	65.00	\$38.86	\$15.55	\$13.25	\$3.25	\$0.00	\$70.91
4	70.00	\$41.85	\$15.55	\$13.25	\$3.25	\$0.00	\$73.90
5	75.00	\$44.84	\$15.55	\$13.25	\$3.25	\$0.00	\$76.89
6	80.00	\$47.82	\$15.55	\$13.25	\$3.25	\$0.00	\$79.87
7	85.00	\$50.81	\$15.55	\$13.25	\$3.25	\$0.00	\$82.86
8	90.00	\$53.80	\$15.55	\$13.25	\$3.25	\$0.00	\$85.85
HVAC (DUCTWORK)	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
SHEETMETAL WORKERS LOCAL 63							

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SHEETMETAL WORKERS LOCAL 63							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
SHEETMETAL WORKERS LOCAL 63							
SHEETMETAL WORKERS LOCAL 63							
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2024	\$51.23	\$14.75	\$9.52	\$10.09	\$0.00	\$85.59
HEAT & FROST INSULATORS LOCAL 6	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.62	\$14.75	\$9.27	\$5.05	\$0.00	\$54.69
2	60.00	\$30.74	\$14.75	\$9.32	\$6.05	\$0.00	\$60.86

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																								
<div>Apprentice: INSULATOR (PIPES & TANKS)</div> <div>Effective Date: 9/1/2024</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>3</td><td>70.00</td><td>\$35.86</td><td>\$14.75</td><td>\$9.37</td><td>\$7.06</td><td>\$0.00</td><td>\$67.04</td></tr><tr><td>4</td><td>80.00</td><td>\$40.98</td><td>\$14.75</td><td>\$9.42</td><td>\$8.07</td><td>\$0.00</td><td>\$73.22</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	3	70.00	\$35.86	\$14.75	\$9.37	\$7.06	\$0.00	\$67.04	4	80.00	\$40.98	\$14.75	\$9.42	\$8.07	\$0.00	\$73.22																																
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																								
3	70.00	\$35.86	\$14.75	\$9.37	\$7.06	\$0.00	\$67.04																																																								
4	80.00	\$40.98	\$14.75	\$9.42	\$8.07	\$0.00	\$73.22																																																								
<div>Apprentice: INSULATOR (PIPES & TANKS)</div> <div>Effective Date: 9/1/2025</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>50.00</td><td>\$27.16</td><td>\$14.75</td><td>\$9.27</td><td>\$5.05</td><td>\$0.00</td><td>\$56.23</td></tr><tr><td>2</td><td>60.00</td><td>\$32.59</td><td>\$14.75</td><td>\$9.32</td><td>\$6.05</td><td>\$0.00</td><td>\$62.71</td></tr><tr><td>3</td><td>70.00</td><td>\$38.02</td><td>\$14.75</td><td>\$9.37</td><td>\$7.06</td><td>\$0.00</td><td>\$69.20</td></tr><tr><td>4</td><td>80.00</td><td>\$43.45</td><td>\$14.75</td><td>\$9.42</td><td>\$8.07</td><td>\$0.00</td><td>\$75.69</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23	2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71	3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20	4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69																
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																								
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4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69																																																								
IRONWORKER/WELDER	3/16/2024	\$53.67	\$8.35	\$12.70	\$14.00	\$0.00	\$88.72																																																								
IRONWORKERS LOCAL 7																																																															
IRONWORKERS LOCAL 7 (WORCESTER AREA)																																																															
<div>Apprentice: IRONWORKER/WELDER</div> <div>Effective Date: 3/16/2024</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>60.00</td><td>\$32.20</td><td>\$8.35</td><td>\$12.70</td><td>\$14.00</td><td>\$0.00</td><td>\$67.25</td></tr><tr><td>2</td><td>70.00</td><td>\$37.57</td><td>\$8.35</td><td>\$12.70</td><td>\$14.00</td><td>\$0.00</td><td>\$72.62</td></tr><tr><td>3</td><td>75.00</td><td>\$40.25</td><td>\$8.35</td><td>\$12.70</td><td>\$14.00</td><td>\$0.00</td><td>\$75.30</td></tr><tr><td>4</td><td>80.00</td><td>\$42.94</td><td>\$8.35</td><td>\$12.70</td><td>\$14.00</td><td>\$0.00</td><td>\$77.99</td></tr><tr><td>5</td><td>85.00</td><td>\$45.62</td><td>\$8.35</td><td>\$12.70</td><td>\$14.00</td><td>\$0.00</td><td>\$80.67</td></tr><tr><td>6</td><td>90.00</td><td>\$48.30</td><td>\$8.35</td><td>\$12.70</td><td>\$14.00</td><td>\$0.00</td><td>\$83.35</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	60.00	\$32.20	\$8.35	\$12.70	\$14.00	\$0.00	\$67.25	2	70.00	\$37.57	\$8.35	\$12.70	\$14.00	\$0.00	\$72.62	3	75.00	\$40.25	\$8.35	\$12.70	\$14.00	\$0.00	\$75.30	4	80.00	\$42.94	\$8.35	\$12.70	\$14.00	\$0.00	\$77.99	5	85.00	\$45.62	\$8.35	\$12.70	\$14.00	\$0.00	\$80.67	6	90.00	\$48.30	\$8.35	\$12.70	\$14.00	\$0.00	\$83.35
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																								
1	60.00	\$32.20	\$8.35	\$12.70	\$14.00	\$0.00	\$67.25																																																								
2	70.00	\$37.57	\$8.35	\$12.70	\$14.00	\$0.00	\$72.62																																																								
3	75.00	\$40.25	\$8.35	\$12.70	\$14.00	\$0.00	\$75.30																																																								
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5	85.00	\$45.62	\$8.35	\$12.70	\$14.00	\$0.00	\$80.67																																																								
6	90.00	\$48.30	\$8.35	\$12.70	\$14.00	\$0.00	\$83.35																																																								
JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85																																																								
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23																																																								
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67																																																								
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11																																																								
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56																																																								
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01																																																								
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51																																																								
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01																																																								
For apprentice rates see "Apprentice- LABORER"																																																															
LABORER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60																																																								
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98																																																								
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42																																																								
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86																																																								
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31																																																								

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.11	\$0.00	\$52.46
2	70.00	\$28.24	\$9.90	\$9.25	\$9.11	\$0.00	\$56.50
3	80.00	\$32.27	\$9.90	\$9.25	\$9.11	\$0.00	\$60.53
4	90.00	\$36.31	\$9.90	\$9.25	\$9.11	\$0.00	\$64.57

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.11	\$0.00	\$53.29
2	70.00	\$29.20	\$9.90	\$9.25	\$9.11	\$0.00	\$57.46
3	80.00	\$33.38	\$9.90	\$9.25	\$9.11	\$0.00	\$61.64
4	90.00	\$37.55	\$9.90	\$9.25	\$9.11	\$0.00	\$65.81

LABORER (HEAVY & HIGHWAY)	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.21	\$0.00	\$68.70
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.21	\$0.00	\$52.56
2	70.00	\$28.24	\$9.90	\$9.25	\$9.21	\$0.00	\$56.60
3	80.00	\$32.27	\$9.90	\$9.25	\$9.21	\$0.00	\$60.63
4	90.00	\$36.31	\$9.90	\$9.25	\$9.21	\$0.00	\$64.67

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.21	\$0.00	\$53.39
2	70.00	\$29.20	\$9.90	\$9.25	\$9.21	\$0.00	\$57.56
3	80.00	\$33.38	\$9.90	\$9.25	\$9.21	\$0.00	\$61.74
4	90.00	\$37.55	\$9.90	\$9.25	\$9.21	\$0.00	\$65.91

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/2/2025	\$40.43	\$9.90	\$9.25	\$9.17	\$0.00	\$68.75
LABORERS	12/1/2025	\$41.81	\$9.90	\$9.25	\$9.17	\$0.00	\$70.13
LABORERS - ZONE 2	6/1/2026	\$43.25	\$9.90	\$9.25	\$9.17	\$0.00	\$71.57
	12/7/2026	\$44.69	\$9.90	\$9.25	\$9.17	\$0.00	\$73.01
	6/7/2027	\$46.14	\$9.90	\$9.25	\$9.17	\$0.00	\$74.46
	12/6/2027	\$47.59	\$9.90	\$9.25	\$9.17	\$0.00	\$75.91
	6/5/2028	\$49.09	\$9.90	\$9.25	\$9.17	\$0.00	\$77.41
	12/4/2028	\$50.59	\$9.90	\$9.25	\$9.17	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86

Last Modified: 06/25/2025 at 12:26PM EDT

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

MARBLE & TILE FINISHERS	2/1/2025	\$50.36	\$11.49	\$15.57	\$6.05	\$0.00	\$83.47
BRICKLAYERS LOCAL 3	8/1/2025	\$52.08	\$11.49	\$15.57	\$6.05	\$0.00	\$85.19
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2026	\$53.16	\$11.49	\$15.57	\$6.05	\$0.00	\$86.27
	8/1/2026	\$54.92	\$11.49	\$15.57	\$6.05	\$0.00	\$88.03
	2/1/2027	\$56.04	\$11.49	\$15.57	\$6.05	\$0.00	\$89.15

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.18	\$11.49	\$15.57	\$6.05	\$0.00	\$58.29
2	60.00	\$30.22	\$11.49	\$15.57	\$6.05	\$0.00	\$63.33
3	70.00	\$35.25	\$11.49	\$15.57	\$6.05	\$0.00	\$68.36
4	80.00	\$40.29	\$11.49	\$15.57	\$6.05	\$0.00	\$73.40
5	90.00	\$45.32	\$11.49	\$15.57	\$6.05	\$0.00	\$78.43

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE & TILE FINISHERS Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$11.49	\$15.57	\$6.05	\$0.00	\$59.15
2	60.00	\$31.25	\$11.49	\$15.57	\$6.05	\$0.00	\$64.36
3	70.00	\$36.46	\$11.49	\$15.57	\$6.05	\$0.00	\$69.57
4	80.00	\$41.66	\$11.49	\$15.57	\$6.05	\$0.00	\$74.77
5	90.00	\$46.87	\$11.49	\$15.57	\$6.05	\$0.00	\$79.98
MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2025	\$65.82	\$11.49	\$15.57	\$7.99	\$0.00	\$100.87
BRICKLAYERS LOCAL 3	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
	8/1/2026	\$71.52	\$11.49	\$15.57	\$7.99	\$0.00	\$106.57
	2/1/2027	\$72.92	\$11.49	\$15.57	\$7.99	\$0.00	\$107.97
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.99	\$0.00	\$67.96
2	60.00	\$39.49	\$11.49	\$15.57	\$7.99	\$0.00	\$74.54
3	70.00	\$46.07	\$11.49	\$15.57	\$7.99	\$0.00	\$81.12
4	80.00	\$52.66	\$11.49	\$15.57	\$7.99	\$0.00	\$87.71
5	90.00	\$59.24	\$11.49	\$15.57	\$7.99	\$0.00	\$94.29
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$11.49	\$15.57	\$7.99	\$0.00	\$69.04
2	60.00	\$40.78	\$11.49	\$15.57	\$7.99	\$0.00	\$75.83
3	70.00	\$47.58	\$11.49	\$15.57	\$7.99	\$0.00	\$82.63
4	80.00	\$54.38	\$11.49	\$15.57	\$7.99	\$0.00	\$89.43
5	90.00	\$61.17	\$11.49	\$15.57	\$7.99	\$0.00	\$96.22
MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3)	1/6/2025	\$43.48	\$10.08	\$11.47	\$9.75	\$0.00	\$74.78
MILLWRIGHTS LOCAL 1121	1/5/2026	\$45.76	\$10.08	\$11.47	\$9.75	\$0.00	\$77.06
MILLWRIGHTS LOCAL 1121 - Zone 3							

Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/6/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$23.91	\$10.08	\$0.00	\$5.36	\$0.00	\$39.35
2	65.00	\$28.26	\$10.08	\$0.00	\$6.34	\$0.00	\$44.68
3	75.00	\$32.61	\$10.08	\$11.47	\$7.31	\$0.00	\$61.47
4	85.00	\$36.96	\$10.08	\$11.47	\$8.29	\$0.00	\$66.80

Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.17	\$10.08	\$0.00	\$5.36	\$0.00	\$40.61
2	65.00	\$29.74	\$10.08	\$0.00	\$6.34	\$0.00	\$46.16
3	75.00	\$34.32	\$10.08	\$11.47	\$7.31	\$0.00	\$63.18
4	85.00	\$38.90	\$10.08	\$11.47	\$8.29	\$0.00	\$68.74

MORTAR MIXER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2025	\$25.97	\$15.30	\$13.15	\$3.25	\$0.00	\$57.67
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$26.63	\$15.30	\$13.15	\$3.25	\$0.00	\$58.33
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$27.22	\$15.30	\$13.15	\$3.25	\$0.00	\$58.92
	12/1/2026	\$27.89	\$15.30	\$13.15	\$3.25	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	6/1/2025	\$31.80	\$15.30	\$13.15	\$3.25	\$0.00	\$63.50
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$32.60	\$15.30	\$13.15	\$3.25	\$0.00	\$64.30
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$33.32	\$15.30	\$13.15	\$3.25	\$0.00	\$65.02
	12/1/2026	\$34.12	\$15.30	\$13.15	\$3.25	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2025	\$49.36	\$9.95	\$11.85	\$12.10	\$0.00	\$83.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) ***Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.68	\$9.95	\$0.00	\$0.00	\$0.00	\$34.63
2	55.00	\$27.15	\$9.95	\$0.00	\$6.66	\$0.00	\$43.76
3	60.00	\$29.62	\$9.95	\$0.00	\$7.26	\$0.00	\$46.83
4	65.00	\$32.08	\$9.95	\$0.00	\$7.87	\$0.00	\$49.90
5	70.00	\$34.55	\$9.95	\$11.85	\$8.47	\$0.00	\$64.82
6	75.00	\$37.02	\$9.95	\$11.85	\$9.08	\$0.00	\$67.90
7	80.00	\$39.49	\$9.95	\$11.85	\$9.68	\$0.00	\$70.97
8	90.00	\$44.42	\$9.95	\$11.85	\$10.89	\$0.00	\$77.11

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2025	\$47.42	\$9.95	\$11.85	\$12.10	\$0.00	\$81.32
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.71	\$9.95	\$0.00	\$0.00	\$0.00	\$33.66
2	55.00	\$26.08	\$9.95	\$0.00	\$6.66	\$0.00	\$42.69
3	60.00	\$28.45	\$9.95	\$0.00	\$7.26	\$0.00	\$45.66
4	65.00	\$30.82	\$9.95	\$0.00	\$7.87	\$0.00	\$48.64
5	70.00	\$33.19	\$9.95	\$11.85	\$8.47	\$0.00	\$63.46
6	75.00	\$35.57	\$9.95	\$11.85	\$9.08	\$0.00	\$66.45
7	80.00	\$37.94	\$9.95	\$11.85	\$9.68	\$0.00	\$69.42
8	90.00	\$42.68	\$9.95	\$11.85	\$10.89	\$0.00	\$75.37

PAINTER / TAPER (BRUSH, NEW) *	1/1/2025	\$47.96	\$9.95	\$11.85	\$12.10	\$0.00	\$81.86
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.98	\$9.95	\$0.00	\$0.00	\$0.00	\$33.93
2	55.00	\$26.38	\$9.95	\$0.00	\$6.66	\$0.00	\$42.99
3	60.00	\$28.78	\$9.95	\$0.00	\$7.26	\$0.00	\$45.99
4	65.00	\$31.17	\$9.95	\$0.00	\$7.87	\$0.00	\$48.99
5	70.00	\$33.57	\$9.95	\$11.85	\$8.47	\$0.00	\$63.84
6	75.00	\$35.97	\$9.95	\$11.85	\$9.08	\$0.00	\$66.85
7	80.00	\$38.37	\$9.95	\$11.85	\$9.68	\$0.00	\$69.85
8	90.00	\$43.16	\$9.95	\$11.85	\$10.89	\$0.00	\$75.85

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2025	\$46.02	\$9.95	\$11.85	\$12.10	\$0.00	\$79.92
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PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.01	\$9.95	\$0.00	\$0.00	\$0.00	\$32.96
2	55.00	\$25.31	\$9.95	\$0.00	\$6.66	\$0.00	\$41.92
3	60.00	\$27.61	\$9.95	\$0.00	\$7.26	\$0.00	\$44.82
4	65.00	\$29.91	\$9.95	\$0.00	\$7.87	\$0.00	\$47.73
5	70.00	\$32.21	\$9.95	\$11.85	\$8.47	\$0.00	\$62.48
6	75.00	\$34.52	\$9.95	\$11.85	\$9.08	\$0.00	\$65.40

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																								
<div>Apprentice: PAINTER / TAPER (BRUSH, REPAINT)</div> <div>Effective Date: 1/1/2025</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>7</td><td>80.00</td><td>\$36.82</td><td>\$9.95</td><td>\$11.85</td><td>\$9.68</td><td>\$0.00</td><td>\$68.30</td></tr><tr><td>8</td><td>90.00</td><td>\$41.42</td><td>\$9.95</td><td>\$11.85</td><td>\$10.89</td><td>\$0.00</td><td>\$74.11</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	7	80.00	\$36.82	\$9.95	\$11.85	\$9.68	\$0.00	\$68.30	8	90.00	\$41.42	\$9.95	\$11.85	\$10.89	\$0.00	\$74.11																
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																								
7	80.00	\$36.82	\$9.95	\$11.85	\$9.68	\$0.00	\$68.30																																								
8	90.00	\$41.42	\$9.95	\$11.85	\$10.89	\$0.00	\$74.11																																								
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.21	\$0.00	\$68.70																																								
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.21	\$0.00	\$70.08																																								
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.21	\$0.00	\$71.52																																								
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.21	\$0.00	\$72.96																																								
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)																																															
PANEL & PICKUP TRUCKS DRIVER	6/1/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$0.00	\$76.52																																								
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$0.00	\$78.13																																								
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73																																								
	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73																																								
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47																																								
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07																																								
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34																																								
PILE DRIVER LOCAL 56																																															
PILE DRIVER LOCAL 56 (ZONE 2)																																															
For apprentice rates see "Apprentice- PILE DRIVER"																																															
PILE DRIVER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34																																								
PILE DRIVER LOCAL 56																																															
PILE DRIVER LOCAL 56 (ZONE 2)																																															
<div>Apprentice: PILE DRIVER</div> <div>Effective Date: 8/1/2024</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>45.00</td><td>\$23.39</td><td>\$10.08</td><td>\$0.00</td><td>\$2.53</td><td>\$0.00</td><td>\$36.00</td></tr><tr><td>2</td><td>55.00</td><td>\$28.58</td><td>\$10.08</td><td>\$0.00</td><td>\$5.07</td><td>\$0.00</td><td>\$43.73</td></tr><tr><td>3</td><td>70.00</td><td>\$36.38</td><td>\$10.08</td><td>\$11.62</td><td>\$7.60</td><td>\$0.00</td><td>\$65.68</td></tr><tr><td>4</td><td>80.00</td><td>\$41.58</td><td>\$10.08</td><td>\$11.62</td><td>\$10.14</td><td>\$0.00</td><td>\$73.42</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	45.00	\$23.39	\$10.08	\$0.00	\$2.53	\$0.00	\$36.00	2	55.00	\$28.58	\$10.08	\$0.00	\$5.07	\$0.00	\$43.73	3	70.00	\$36.38	\$10.08	\$11.62	\$7.60	\$0.00	\$65.68	4	80.00	\$41.58	\$10.08	\$11.62	\$10.14	\$0.00	\$73.42
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																								
1	45.00	\$23.39	\$10.08	\$0.00	\$2.53	\$0.00	\$36.00																																								
2	55.00	\$28.58	\$10.08	\$0.00	\$5.07	\$0.00	\$43.73																																								
3	70.00	\$36.38	\$10.08	\$11.62	\$7.60	\$0.00	\$65.68																																								
4	80.00	\$41.58	\$10.08	\$11.62	\$10.14	\$0.00	\$73.42																																								
PIPELAYER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85																																								
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23																																								
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67																																								
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11																																								
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56																																								
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01																																								
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51																																								
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01																																								
For apprentice rates see "Apprentice- LABORER"																																															

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PIPELAYER (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

Apprentice: PLUMBER & PIPEFITTER**Effective Date: 3/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.00	\$11.30	\$0.00	\$0.00	\$0.00	\$33.30
2	50.00	\$27.50	\$11.30	\$0.00	\$0.00	\$0.00	\$38.80
3	60.00	\$33.00	\$11.30	\$0.00	\$0.00	\$0.00	\$44.30
4	70.00	\$38.50	\$11.30	\$0.00	\$8.06	\$0.00	\$57.86
5	80.00	\$44.00	\$11.30	\$0.00	\$8.06	\$0.00	\$63.36

Apprentice: PLUMBER & PIPEFITTER**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.56	\$11.30	\$0.00	\$0.00	\$0.00	\$33.86
2	50.00	\$28.20	\$11.30	\$0.00	\$0.00	\$0.00	\$39.50
3	60.00	\$33.84	\$11.30	\$0.00	\$0.00	\$0.00	\$45.14
4	70.00	\$39.48	\$11.30	\$0.00	\$8.06	\$0.00	\$58.84
5	80.00	\$45.12	\$11.30	\$0.00	\$8.06	\$0.00	\$64.48

PNEUMATIC CONTROLS (TEMP.)	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	6/1/2025	\$41.09	\$9.90	\$9.25	\$8.29	\$0.00	\$68.53
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$8.29	\$0.00	\$69.91
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$8.29	\$0.00	\$71.35
	12/1/2026	\$45.35	\$9.90	\$9.25	\$8.29	\$0.00	\$72.79
	6/1/2027	\$46.80	\$9.90	\$9.25	\$8.29	\$0.00	\$74.24
	12/1/2027	\$48.25	\$9.90	\$9.25	\$8.29	\$0.00	\$75.69
	6/1/2028	\$49.75	\$9.90	\$9.25	\$8.29	\$0.00	\$77.19
	12/1/2028	\$51.25	\$9.90	\$9.25	\$8.29	\$0.00	\$78.69

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	6/1/2025	\$41.34	\$9.90	\$9.25	\$9.11	\$0.00	\$69.60
LABORERS	12/1/2025	\$42.72	\$9.90	\$9.25	\$9.11	\$0.00	\$70.98
LABORERS - ZONE 2	6/1/2026	\$44.16	\$9.90	\$9.25	\$9.11	\$0.00	\$72.42
	12/1/2026	\$45.60	\$9.90	\$9.25	\$9.11	\$0.00	\$73.86
	6/1/2027	\$47.05	\$9.90	\$9.25	\$9.11	\$0.00	\$75.31
	12/1/2027	\$48.50	\$9.90	\$9.25	\$9.11	\$0.00	\$76.76
	6/1/2028	\$50.00	\$9.90	\$9.25	\$9.11	\$0.00	\$78.26
	12/1/2028	\$51.50	\$9.90	\$9.25	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2025	\$41.34	\$9.65	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.72	\$9.65	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$44.16	\$9.65	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.60	\$9.65	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	2/2/2025	\$29.50	\$11.57	\$8.00	\$0.00	\$0.00	\$49.07
TEAMSTERS 170	2/2/2026	\$29.50	\$12.37	\$8.00	\$0.00	\$0.00	\$49.87
TEAMSTERS 170 -J.G.MacLellan (Lunenburg)	1/1/2027	\$30.00	\$12.37	\$8.00	\$0.00	\$0.00	\$50.37
RECLAIMERS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)	2/1/2025	\$52.03	\$13.28	\$12.67	\$9.03	\$0.00	\$87.01
ROOFERS LOCAL 33	8/1/2025	\$53.53	\$13.28	\$12.67	\$9.03	\$0.00	\$88.51
ROOFERS LOCAL 33	2/1/2026	\$54.78	\$13.28	\$12.67	\$9.03	\$0.00	\$89.76

Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)**Effective Date: 2/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.02	\$13.28	\$6.52	\$9.03	\$0.00	\$54.85
2	60.00	\$31.22	\$13.28	\$12.67	\$9.03	\$0.00	\$66.20
3	65.00	\$33.82	\$13.28	\$12.67	\$9.03	\$0.00	\$68.80
4	75.00	\$39.02	\$13.28	\$12.67	\$9.03	\$0.00	\$74.00
5	85.00	\$44.23	\$13.28	\$12.67	\$9.03	\$0.00	\$79.21

Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)**Effective Date: 8/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60
2	60.00	\$32.12	\$13.28	\$12.67	\$9.03	\$0.00	\$67.10
3	65.00	\$34.79	\$13.28	\$12.67	\$9.03	\$0.00	\$69.77
4	75.00	\$40.15	\$13.28	\$12.67	\$9.03	\$0.00	\$75.13
5	85.00	\$45.50	\$13.28	\$12.67	\$9.03	\$0.00	\$80.48

ROOFER SLATE / TILE / PRECAST CONCRETE	2/1/2025	\$52.28	\$13.28	\$12.67	\$9.03	\$0.00	\$87.26
ROOFERS LOCAL 33	8/1/2025	\$53.78	\$13.28	\$12.67	\$9.03	\$0.00	\$88.76
ROOFERS LOCAL 33	2/1/2026	\$55.03	\$13.28	\$12.67	\$9.03	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
SHEETMETAL WORKERS LOCAL 63							
SHEETMETAL WORKERS LOCAL 63							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.00	\$5.49	\$4.86	\$0.00	\$0.85	\$30.20
2	50.00	\$21.12	\$6.10	\$5.40	\$0.00	\$0.94	\$33.56
3	55.00	\$23.23	\$6.71	\$9.71	\$0.00	\$1.15	\$40.80
4	60.00	\$25.34	\$7.32	\$9.71	\$0.00	\$1.23	\$43.60
5	65.00	\$27.45	\$7.93	\$9.71	\$0.00	\$1.31	\$46.40
6	70.00	\$29.56	\$8.54	\$9.71	\$0.00	\$1.39	\$49.20
7	75.00	\$31.67	\$9.15	\$9.71	\$0.00	\$1.47	\$52.00
8	80.00	\$33.78	\$9.76	\$9.71	\$7.95	\$1.78	\$62.98
9	85.00	\$35.90	\$10.37	\$9.71	\$7.95	\$1.86	\$65.79
10	90.00	\$38.01	\$10.98	\$9.71	\$7.95	\$1.94	\$68.59
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$0.00	\$77.27
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$0.00	\$78.88
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	4/1/2023	\$47.43	\$11.45	\$7.20	\$9.41	\$0.00	\$75.49
SPRINKLER FITTERS LOCAL 669							
SPRINKLER FITTERS LOCAL 669							

Apprentice: SPRINKLER FITTER Effective Date: 4/1/2023							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$21.34	\$8.22	\$0.00	\$0.00	\$0.00	\$29.56
2	50.00	\$23.72	\$8.22	\$0.00	\$0.00	\$0.00	\$31.94
3	55.00	\$26.09	\$11.45	\$7.20	\$0.00	\$0.00	\$44.74
4	60.00	\$28.46	\$11.45	\$7.20	\$1.15	\$0.00	\$48.26
5	65.00	\$30.83	\$11.45	\$7.20	\$1.15	\$0.00	\$50.63
6	70.00	\$33.20	\$11.45	\$7.20	\$1.40	\$0.00	\$53.25
7	75.00	\$35.57	\$11.45	\$7.20	\$1.40	\$0.00	\$55.62
8	80.00	\$37.94	\$11.45	\$7.20	\$1.40	\$0.00	\$57.99
9	85.00	\$40.32	\$11.45	\$7.20	\$1.40	\$0.00	\$60.37
10	90.00	\$42.69	\$11.45	\$7.20	\$1.40	\$0.00	\$62.74

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS	2/1/2025	\$64.74	\$11.49	\$15.57	\$8.02	\$0.00	\$99.82
BRICKLAYERS LOCAL 3	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
	8/1/2026	\$70.44	\$11.49	\$15.57	\$8.02	\$0.00	\$105.52
	2/1/2027	\$71.84	\$11.49	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS**Effective Date: 2/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.37	\$11.49	\$15.57	\$8.02	\$0.00	\$67.45
2	60.00	\$38.84	\$11.49	\$15.57	\$8.02	\$0.00	\$73.92
3	70.00	\$45.32	\$11.49	\$15.57	\$8.02	\$0.00	\$80.40
4	80.00	\$51.79	\$11.49	\$15.57	\$8.02	\$0.00	\$86.87
5	90.00	\$58.27	\$11.49	\$15.57	\$8.02	\$0.00	\$93.35

Apprentice: TERRAZZO FINISHERS**Effective Date: 8/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28

TEST BORING DRILLER	6/1/2025	\$51.70	\$9.90	\$9.25	\$9.80	\$0.00	\$80.65
LABORERS	12/1/2025	\$53.20	\$9.90	\$9.25	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.75	\$9.90	\$9.25	\$9.80	\$0.00	\$83.70
	12/1/2026	\$56.25	\$9.90	\$9.25	\$9.80	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	6/1/2025	\$47.82	\$9.90	\$9.25	\$9.80	\$0.00	\$76.77
LABORERS	12/1/2025	\$49.32	\$9.90	\$9.25	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.87	\$9.90	\$9.25	\$9.80	\$0.00	\$79.82

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$52.37	\$9.90	\$9.25	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$0.00	\$77.56
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$0.00	\$79.17
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR	6/1/2025	\$59.93	\$9.90	\$9.25	\$10.25	\$0.00	\$89.33
LABORERS	12/1/2025	\$61.43	\$9.90	\$9.25	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.98	\$9.90	\$9.25	\$10.25	\$0.00	\$92.38
	12/1/2026	\$64.48	\$9.90	\$9.25	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2025	\$61.93	\$9.90	\$9.25	\$10.25	\$0.00	\$91.33
LABORERS	12/1/2025	\$63.43	\$9.90	\$9.25	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.98	\$9.90	\$9.25	\$10.25	\$0.00	\$94.38
	12/1/2026	\$66.48	\$9.90	\$9.25	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	6/1/2025	\$52.00	\$9.90	\$9.25	\$10.25	\$0.00	\$81.40
LABORERS	12/1/2025	\$53.50	\$9.90	\$9.25	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$55.05	\$9.90	\$9.25	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.55	\$9.90	\$9.25	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	6/1/2025	\$54.00	\$9.90	\$9.25	\$10.25	\$0.00	\$83.40
LABORERS	12/1/2025	\$55.50	\$9.90	\$9.25	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$57.05	\$9.90	\$9.25	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.55	\$9.90	\$9.25	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19

Last Modified: 06/25/2025 at 12:26PM EDT

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/1/2024	\$35.29	\$13.99	\$13.69	\$3.88	\$0.00	\$66.85
ELECTRICIANS LOCAL 96	9/7/2025	\$36.12	\$14.98	\$13.94	\$3.97	\$0.00	\$69.01
ELECTRICIANS LOCAL 96	9/6/2026	\$37.04	\$15.96	\$14.20	\$4.07	\$0.00	\$71.27

Apprentice: VOICE-DATA-VIDEO TECHNICIAN**Effective Date: 9/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$17.65	\$13.99	\$0.53	\$3.88	\$0.00	\$36.05
2	55.00	\$19.41	\$13.99	\$0.58	\$3.88	\$0.00	\$37.86
3	60.00	\$21.17	\$13.99	\$13.27	\$3.88	\$0.00	\$52.31
4	65.00	\$22.94	\$13.99	\$13.32	\$3.88	\$0.00	\$54.13
5	70.00	\$24.70	\$13.99	\$13.37	\$3.88	\$0.00	\$55.94
6	75.00	\$26.47	\$13.99	\$13.42	\$3.88	\$0.00	\$57.76
7	80.00	\$28.23	\$13.99	\$13.48	\$3.88	\$0.00	\$59.58
8	85.00	\$30.00	\$13.99	\$13.53	\$3.88	\$0.00	\$61.40

Apprentice: VOICE-DATA-VIDEO TECHNICIAN**Effective Date: 9/7/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.06	\$14.98	\$0.54	\$3.97	\$0.00	\$37.55
2	55.00	\$19.87	\$14.98	\$0.60	\$3.97	\$0.00	\$39.42
3	60.00	\$21.67	\$14.98	\$13.51	\$3.97	\$0.00	\$54.13
4	65.00	\$23.48	\$14.98	\$13.56	\$3.97	\$0.00	\$55.99
5	70.00	\$25.28	\$14.98	\$13.62	\$3.97	\$0.00	\$57.85
6	75.00	\$27.09	\$14.98	\$13.67	\$3.97	\$0.00	\$59.71
7	80.00	\$28.90	\$14.98	\$13.73	\$3.97	\$0.00	\$61.58
8	85.00	\$30.70	\$14.98	\$13.78	\$3.97	\$0.00	\$63.43

WAGON DRILL OPERATOR	6/1/2025	\$42.00	\$9.65	\$9.00	\$8.70	\$0.00	\$69.35
LABORERS	12/1/2025	\$43.38	\$9.65	\$9.00	\$8.70	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$44.82	\$9.65	\$9.00	\$8.70	\$0.00	\$72.17
	12/1/2026	\$46.26	\$9.65	\$9.00	\$8.70	\$0.00	\$73.61
	6/1/2027	\$47.71	\$9.65	\$9.00	\$8.70	\$0.00	\$75.06
	12/1/2027	\$49.16	\$9.65	\$9.00	\$8.70	\$0.00	\$76.51
	6/1/2028	\$50.66	\$9.65	\$9.00	\$8.70	\$0.00	\$78.01
	12/1/2028	\$52.16	\$9.65	\$9.00	\$8.70	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
WASTE WATER PUMP OPERATOR	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

Last Modified: 06/25/2025 at 12:26PM EDT

SECTION 007400
CHANGE ORDER SUBMISSION AND SUBSTANTIATION

Requirements for Change Order Submissions & Substantiation

“CM/GC” as used below shall mean the General Contractor or Construction Manager for this project, depending on the form of contract and procurement method.

1. Form of Change Order Submission:

- a. The CM/GC shall, before proceeding with change work, submit to the Owner and Architect for review a change order request consistent with the requirements of this contract.
- b. In special cases, with prior approval from the Owner and Architect, change work may be tracked on Time and Material basis in lieu of a proposal that precedes the work. This may be appropriate in cases of particular urgency, or cases where the scope and cost of the work cannot be reasonably estimated due to too much uncertainty and unforeseen conditions, or if the Owner, Architect and CM/GC team deem it more efficient and reasonable in a particular case. In such cases:
 - i. The CM/GC shall submit a qualified cost and time estimate in advance of the work for approval by the Owner and Architect as a “not to exceed” limit. This will establish an allowance which shall subsequently be reconciled and adjusted on the basis of actual costs.
 - ii. Work shall be tracked on Time and Material tickets, presented daily to the Owner’s Representative.
- c. Change order submissions shall consist of a narrative of the changed scope of work and a breakdown of labor, materials, equipment and mark-ups as discussed below.

2. The narrative shall include a clear description of the following aspects of the change:

- a. Reference to the design direction or other documents that documented and directed the change.
- b. Reason for the change.
- c. Physical location.
- d. A discussion of what was owned in the contract, what is required per the change and the impacts causing additional cost.
- e. Schedule and procurement status context.
- f. Any other relevant information that clarifies change scope, change pricing, time-frame for decisions related to the change, etc.

SECTION 007400
CHANGE ORDER SUBMISSION AND SUBSTANTIATION

- g. Discussion of any portion of the change scope that may be set up as an allowance to be reconciled later.
 - h. Discussion of any allowances or holds that are affected by the change, with context regarding their initial budget, prior spending, remaining budget prior to the change and balance after the change.
- 3. Material costs shall be broken down by material type, quantity and unit costs. Back-up shall be furnished from material vendors to substantiate material unit costs and quantities purchased.
- 4. Equipment costs shall be broken down by the type of equipment, time (hours/days/weeks – as appropriate), and rates. Operator time shall be tracked with the labor costs whenever possible, but may be included with equipment cost if necessary with disclosure and substantiation that meets the requirements described below for labor costs. Back-up shall be furnished from equipment vendors to substantiate the costs.
- 5. Subcontractors' / Trade Contractors' Overhead & Profit Mark-Ups on Material and Equipment Costs:
 - a. Limited to 15% for first-tier subcontractors.
 - b. Where second-tier subcontractors are used, the second-tier subcontractor is permitted 15% for overhead & profit and the first-tier contractor is permitted an additional 5% overhead and profit.
 - c. The combined subcontractor overhead and profit shall not exceed 21%.
- 6. Labor costs shall be broken down to show the number of workers, their classifications by trade and experience level / position (foremen vs journeyman vs apprentices – by level, etc), the quantity of hours for each worker classification and labor rates supported as discussed below.
- 7. Labor Rates:
 - a. The direct cost (or credit) for labor at the minimum wage rates established for this Contract pursuant to M.G.L. c. 149, § 26-27H. Prevailing wage rates will be obtained by the Owner and included with all trade and subcontractor bids.
 - b. Plus (or minus) the cost of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Medicaid (FICA), Federal and State Unemployment Compensation, and other relevant taxes, which are to be calculated using an allowance equal to 25% applied to said rate. The rate of 25% is inclusive of all insurances, taxes, general conditions, and superintendence. No other expenses are allowed, for example, sick time, vacation time, etc. are included in the all-inclusive rate. Documentation

SECTION 007400
CHANGE ORDER SUBMISSION AND SUBSTANTIATION

must be provided if a higher percentage is required and will only be accepted for Workmen's Compensation over 12.5%. Overhead and fee/profit are not included in the 25%, shall not be included in the labor rate, and will be applied to the overall change value.

- c. Plus (or minus) the actual direct additional premium costs and expenses incurred as a result of collective bargaining agreements or other agreements between organized labor. No allowance for markups is allowed on those costs.
- d. Prior to the first Change Order submission, the CM/GC shall submit for Owner approval the requested labor rates, as well as any pre-established equipment and material rates, with back-up documents substantiating the costs.
 - i. The back-up will substantiate the base rate and benefits rates requested unless they are exactly equal to the prevailing wage rates included in the contract documents.
 - ii. Back up for the firm's specific State Unemployment (SUTA) tax rate is required in the form of the annual letter from the state assigning the rate.
 - iii. Base wage back up must include the full description of how and when overtime rates apply. In the case of union contractors, the full collective bargaining agreement is required.
 - iv. Insurance rates must be substantiated with actual insurance costs and the methodology of spreading those costs across the annual worked hours.
 - v. Unless otherwise substantiated, the costs of benefits and insurance shall apply only to the straight-time component of the wage rate and will be zero for the premium-time component of overtime rates.
 - vi. Labor rate submissions will be formatted according to the attached example spreadsheet, layout out separately all components of labor rates for each type of worker, and clearly showing the same break-down for the premium time components of the rates.
- 8. Plus (or minus) the actual direct premium cost of payment and performance bonds required of the CM/GC and certain subcontractors for this Contract.
- 9. CM/GC's Mark-Ups:
 - a. CM/GC mark-ups as defined by this contract are allowed in addition to subcontractor costs in individual change orders: subcontractor default insurance, general liability insurance, performance and payment bond and fee. See #11 (below) for treatment of credit changes.

SECTION 007400
CHANGE ORDER SUBMISSION AND SUBSTANTIATION

- b. On an individual change order basis, no allowance is permitted for additional General Conditions, General Requirements (unless specifically necessitated by the change work and itemized as part of the change cost), overhead, or superintendence. Any requests for adjustment to such items shall be submitted under separate cover and be accompanied by comparative schedule analysis and narrative substantiating either the need to increase staffing levels in the course of the project or the need to extend staffing durations due to an overall extension of the project schedule whether the cause can be proven to be outside the CM/GC's control.
- 10. Certain miscellaneous services provided and approved by the owner (e.g. police details, utilities, etc.) may be included and are subject to a maximum markup of 5%.
- 11. In cases where a change involves both additional costs and credits, the change shall be detailed as required above, with direct cost values, both positive and negative, presented and appropriate mark-ups applied below to the net value of the change.
 - a. In cases where labor costs result in a credit, the net change in the number of hours shall be calculated and multiplied by the credit-specific labor rate.
 - b. In cases where a net change results in a credit, only insurance and bond costs shall be adjusted downwards at the same percentages as those used in an additive change. No fee reduction will be required on changes that net a savings/credit.

Subcontractor Labor Rates

Template by Accenture
Project Name

	FROM:	TO:
Company - Trade		

Description	Rate	Yearly Limit	work wks to meet cap	Spread over hrs	Rate from Cap
-------------	------	--------------	----------------------	-----------------	---------------

Base Wage					
-----------	--	--	--	--	--

Benefits					
benefit 1					
benefit 2					
MA: FMLA - None. Should be met from base wages, not change orders.					
MA: Earn Sick Time Law (on wage+benefits)			2080 hrs/yr - 80 hrs vacation =	2000	hrs spread
Subtotal Benefits:					% of Base Wage
Subtotal Wages and Benefits:					

Payroll Taxes:					
Tax Year & State:		2025	MA		
	Rate:	Limit:	Applies To:	Hrs Spread:	Result:
Fed: Medicare (part of FICA)	1.45%	No Limit	-	-	-
Fed: Social Security (part of FICA)	6.20%	\$ 176,100	88w @ avg rate	2080	\$ 5.25
Fed: FUTA (federal unemployment tax)	0.60%	\$ 7,000	4w @ avg rate	1040	\$ 0.04
MA: SUTA (need back up of company-specific rate)	2.00%	15,000	8w @ avg rate	1040	\$ 0.29
MA: Employer Medical Assistance Contribution (EMAC,UHI)	0.340%	15,000	8w @ avg rate	1040	\$ 0.05
MA: Workforce Training Fund	0.560%	15,000	8w @ avg rate	1040	\$ 0.08
Subtotal					% of Base Wage

Insurance:		
Insurance 1	6.00%	Back-up required.
Insurance 2	3.00%	Back-up required.
	0.00%	Back-up required.
	0.00%	Back-up required.
	0.00%	Back-up required.
Subtotal		% of Base Wage

Total Bare Rate - Before OH&P		
		% of Base Wage

Rate Composition Notes:

INSURANCE: Provide back-up from surety and detailed explanation of how yearly insurance costs are calculated into a per-hour format. Justify whether insurance costs change as a result of working extra hours or overtime premiums on change orders.
"Consumables" are disallowed. Any additional materials or equipment charges due to a change should be a direct charge to the project (detailed out).
MA "Earn Sick Time" law stated that an employee earns 1 hrs for every 30 hrs worked, capped at 40 hrs per year. Calc above: 40 hrs * Base Wage / 2080 hours in a year.

0

STRAIGHT TIME		1.5T PREM ONLY		2T PREM ONLY		1.5T FULL RATE		2T FULL RATE	
Yearly Wages (based on bare rate):		104,000	-	hrs to SS cap:		hrs to SS cap:			
Yearly Wages - S. Security Cap =		72,100	-	2,884		1,442			
Trade Journeyman/Foreman	ex: Carpenter Journeyman	Trade Journeyman/Foreman	ex: Carpenter Journeyman	Trade Journeyman/Foreman	ex: Carpenter Journeyman	Trade Journeyman/Foreman	ex: Carpenter Journeyman	Trade Journeyman/Foreman	ex: Carpenter Journeyman
50.00		25.00	-	50.00	-	75.00	-	100.00	-
10.00		-	-	-	-	10.00	-	10.00	-
5.00		-	-	-	-	5.00	-	5.00	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
1.30	-	-	-	-	-	1.30	-	1.30	-
16.30	-	-	-	-	-	16.30	-	16.30	-
32.60%	0.00%	0.00%	0.00%	0.00%	0.00%	21.73%	0.00%	16.30%	0.00%
66.30	-	25.00	-	50.00	-	91.30	-	116.30	-
132.60%	0.00%	100.00%	0.00%	100.00%	0.00%	121.73%	0.00%	116.30%	0.00%
0.73	-	0.36	-	0.73	-	1.09	-	1.45	-
3.10	-	1.55	-	2.15	-	4.65	-	5.25	-
0.04	-	-	-	-	-	0.04	-	0.04	-
0.29	-	-	-	-	-	0.29	-	0.29	-
0.05	-	0.09	-	0.17	-	0.13	-	0.22	-
0.08	-	0.14	-	0.28	-	0.22	-	0.36	-
4.28	-	2.14	-	3.32	-	6.42	-	7.61	-
8.57%	0.00%	8.55%	0.00%	6.65%	0.00%	8.56%	0.00%	7.61%	0.00%
3.00	-	-	-	-	-	3.00	-	3.00	-
1.50	-	-	-	-	-	1.50	-	1.50	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
4.50	-	-	-	-	-	4.50	-	4.50	-
9.00%	0.00%	0.00%	0.00%	0.00%	0.00%	6.00%	0.00%	4.50%	0.00%
75.08	-	27.14	-	53.32	-	102.22	-	128.41	-
150.17%	0.00%	108.55%	0.00%	106.65%	0.00%	136.29%	0.00%	128.41%	0.00%

Subcontractor Labor Rates

Template by Accenture
Project Name

		FROM:	TO:	Yearly Wages (based on bare rate):		104,000	-	hrs to SS cap:	hrs to SS cap:					
Company - Trade				Yearly Wages - S. Security Cap =		72,100	-	2,884	-	1,442	-			
Description		Rate	Yearly Limit	work wks to meet cap	Spread over hrs	Rate from Cap	Trade Journeyman/Foreman	ex: Carpenter Journeyman	Trade Journeyman/Foreman	ex: Carpenter Journeyman	Trade Journeyman/Foreman	ex: Carpenter Journeyman	Trade Journeyman/Foreman	ex: Carpenter Journeyman

Calculation of Payroll Taxes:

Payroll taxes are calculated on the base wage rate (excluding union or fringe benefits).

FUTA/SUTA/MassHealth/MA Work Force Training Fund:

- 1) Federal & State Unemployment taxes and MA Health & Work Force Training apply only for the first few weeks of employment for a worker in a year. The construction industry tends to lay off workers and re-hire in the course of a year, meaning they may incur the UI tax burden repeatedly. In the best case, a company would hire a person on Jan 1 and retain them the whole year. They would pay the UI taxes in the first few weeks (Jan/Feb) and not pay the rest of the year. The calculation to convert the tax costs to a component of the hourly rate would then spread the yearly cost cap over the number of hours in a year (40 hrs x 52 wks = 2080 hrs). It would take a full year to recoup the costs that were incurred in the first few weeks of the year, but the total amount would be correct. In the worse case, each person they hire would have been un-employed for the earlier part of the year and the company would incur the full burden of the UI taxes for each employee. The worse case would also involve laying off the worker immediately after the tax burden was paid. This would make it necessary to carry the tax percentage on every hour without spreading the burden over the year. A compromise assumes that the average construction worker is employed for 6 months out of a year with 1,040 working hours. Or this can be viewed as half the employees have their year's worth of UI taxes paid by this employer and half had it paid by a prior (or later) employer. In the calculations above, the cap is spread over the 1,040 hours, resulting in a hard value per hour, rather than a percentage of the wage rate.
- 2) SUTA rates are determined by the State *for each company* depending on their record as stable employers. A roofing or sitework company may lay workers off seasonally and might have the maximum tax rate. A drywall or electrical company may have stable employment throughout the year with
- 3) FUTA/SUTA caps are low compared to a worker's annual income. It is expected the caps will be met based on Straight-Time wages. Therefore, they are considered to be Not Applicable to the Premium component of overtime pay. It's arguable whether any of these costs should be present in change
- 4) MA FMLA (Family & Medical Leave) funds should be met through base contract wages. Therefore, no additional cost is allowed on wage rate sheets used for change order work.

Social Security:

For Social Security, for many trades, the yearly cap is close to or above a worker's yearly earnings with benefits. So: (1) the cap is only used when earnings (without benefits) exceed the cap & (2) the spread is over 2,080 hours. For high-earning trades whose annual earnings (without benefits) exceed the yearly cap, the capped hourly cost is included in the Straight-Time rate and zero SS tax component is included in the Premium component of overtime pay, as the cap will be satisfied from the base hour. For lower-earning trades, where the cap hasn't been met on the straight-time annual earnings, premium time pay may push the worker's yearly earnings over the cap. However, 1.5T premium components of rates are a low value and it would usually take an extreme number of 1.5T hours worked to cause an employee's annual wage to exceed the cap. The 2T premium component is higher, but rarely used. For Premium Only: If straight-time annual earnings are over the cap, then no SS tax is applied to Prem Only. If straight-time annual earnings are below the cap, SS on Prem Only is SS tax rate x Prem Only Wage, as long as SS in the Full Overtime Rate stays below the cap. Otherwise, SS on Prem Only is reduced.

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- ☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

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Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**An Advisory from the Massachusetts Attorney General's Fair Labor Division on
Chapter 306 of the Acts of 2004,
An Act Relative to the Health and Safety on Public Construction Projects
2008/2**

The Massachusetts Attorney General's Office (AGO) issues the following Advisory regarding [Chapter 306 of the Acts of 2004](#), An Act Relative to the Health and Safety on Public Construction Projects (the "Act"). This Advisory provides guidance with respect to the AGO's understanding of and enforcement of the Act. This Advisory is not a formal opinion. Opinions of the Attorney General are formal documents rendered pursuant to specific statutory authority. [M.G.L. c. 12, s. 3, 6, and 9](#). The Advisory is intended to provide guidance only and does not create any rights or remedies.

I. Introduction

The Act, which was signed into law on July 30, 2004, and became effective July 1, 2006, requires "any person submitting a bid for, or signing a contract to work on" any public works or public building, estimated to be worth more than \$10,000, to certify that "all employees to be employed at the worksite" have successfully completed a 10-hour course in construction safety approved by the United States Occupational Safety and Health Administration (OSHA), referred to as the OSHA 10 course. In order to demonstrate compliance, the Act requires persons to submit documentation of successful completion of the OSHA 10 course with the submission of the first prevailing wage certified payroll report (CPR) for each employee. The AGO is responsible for enforcement of the Act and is authorized to undertake two actions to remedy violations of the Act. First, the AGO can institute proceedings in Superior Court to restrain the awarding of and performance of contracts, and second, it may remove employees who do not have OSHA 10 training from the worksite.

Since 1971, OSHA has promoted workplace safety and health by authorizing trainers to teach construction and general industry occupational safety and health standards and policy. Construction industry outreach trainers are authorized to conduct 10- and 30-hour¹ construction industry outreach courses. According to the OSHA Outreach Training Program Guidelines, the 10-hour course is intended to provide training on construction safety and health to entry-level workers.² Mandatory topics to be addressed include an introduction to OSHA, electrical training, and fall protection. During the course, the trainers must also discuss at least three of the following topics:

- (i) personal protective and lifesaving equipment;
- (ii) materials handling, storage, use and disposal;
- (iii) tools – hand and power;
- (iv) scaffolds;
- (v) cranes, derricks, hoists, elevators and conveyers;
- (vi) excavations; and
- (vii) stairways and ladders.

The 30-hour course is more detailed. Trainers provide individuals who have completed an OSHA course a card issued by OSHA (the "OSHA Completion Card").

¹ The 30-hour course is also sufficient for OSHA 10 compliance.

² Questions regarding whether time spent at OSHA 10 training courses are compensable, as well as questions regarding who pays for the course, should be directed to the Commonwealth's Division of Occupational Safety.

II. Covered Individuals

The Act requires “all employees to be employed at the worksite” to have the appropriate OSHA 10 training. In enforcing the Act, the AGO will require two categories of employees to have OSHA 10 training. The first category includes any employee who is entitled to receive the prevailing wage while on the worksite as determined by the Division of Occupational Safety. See [M.G.L. c. 149, s. 26-27D and 27F](#). The second category includes any other employee of any entity that is required to pay the prevailing wage at the worksite. Generally, supervisors (with the exception of so-called “working foremen”) are not entitled to receive the prevailing wage and therefore serve as an example of employees who fall into this second category. Employees who fall into one of these two categories and work on a public works or public building worksite shall be required to have the OSHA 10 training (the “Covered Employees”). Examples of individuals who are not Covered Employees are truck drivers and individuals delivering materials provided they are not entitled to the prevailing wage while on the worksite.

III. Responsibilities of Employers

A. Certification

The Act requires “any person submitting a bid for, or signing a contract to work on” any public works or public building project to certify OSHA 10 compliance. [M.G.L. c. 30, s. 39M\(c\)](#) and [39S\(a\)\(2\)](#); [M.G.L. c. 149, s. 44E-44F](#). In order to comply with this certification requirement, public awarding authorities should include language in their public works and public buildings contracts requiring the contracting entities to certify that “all employees to be employed at the worksite shall have successfully completed a course in construction safety approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time that the employee begins work.” Likewise, all contracts between general contractors and subcontractors and between subcontractors and sub-subcontractors for public works and public building contracts must contain the certification language.

B. Submission of Documentation

All employers of “Covered Employees” shall be required to submit documentation of OSHA 10 training. The Act requires employers to submit documentation of “successful completion of said courses with the submission of the first [CPR] for each employee.” [M.G.L. c. 30, s. 39M\(c\)](#); [M.G.L. c. 149, s. 44E\(2\)\(E\) and 44F\(2\)\(I\)](#). In order to comply with this provision, any entity that files CPRs for a public works or public building contract should include with their CPRs documentation that every individual listed thereon has completed a course in construction safety approved by OSHA that is at least 10 hours in duration at the time that the individual begins work at the site. The entity must only provide the documentation the first time the individual is listed on the CPR. In addition, the CPR will include a column for the entity to “check off” that each individual listed therein has received the OSHA 10 training. Likewise, in order to capture the Covered Employees who are not entitled to the prevailing wage, any entity that is required to pay the prevailing wage at the worksite is required to provide a list of its employees not listed on the CPRs who work at the worksite and documentation of their OSHA 10 training within three days of the Attorney General’s request.

C. Remedies

In the event that there is a failure to meet the requirements described in Sections A or B, the Act authorizes the AGO to proceed to Superior Court to enjoin the award of contracts and the performance of contracts. [M.G.L. c.30, s. 39S\(c\)](#).

IV. Removal of Individuals

The Act provides “[a]ny employee found on the worksite 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.” [M.G.L. c.30, s. 39S\(b\)](#). All Covered Employees must carry documentation of OSHA 10 training on their person when they are on the worksite or be able to immediately direct a representative of the AGO to where documentation is kept on the worksite.³ In the event that a Covered Employee cannot provide documentation for representative of the AGO while the representative is on site, the Employee will be required to leave the worksite until the documentation is provided to the AGO.

V. Documentation

An OSHA Completion Card or a copy thereof will be accepted as documentation that a Covered Employee has completed an OSHA 10 course. The AGO will use its discretion to accept other forms of documentation only in rare situations where circumstances warrant.⁴

_____ Date: _____
Contractor Authorizing Signature

Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____

³ Accordingly, the AGO recommends that employers maintain copies of their employees’ OSHA Completion Cards on the worksite.

⁴ The OSHA Outreach Training Program Guidelines note that it can take up to five weeks after a student has taken an OSHA course for an instructor to receive the OSHA Completion Card from OSHA. The AGO will use its discretion to initially accept other forms of valid documentation that show a Covered Employee has taken the OSHA 10 course in the preceding five weeks followed by the submission of the OSHA Completion Card or a copy thereof to the AGO upon receipt by the Covered Employee.

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COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS:

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

CONTRACTOR CERTIFICATION:

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

Contractor Authorizing Signature

Date: _____

Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

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GARDNER CONSERVATION COMMISSION

May 8th, 2025

Jay Bry

Mount Wachusett Community College/Commonwealth of Massachusetts

444 Green Street

Gardner, MA 01440

Re: Order of Conditions

DEP File No. 160-0678

Old Duck Pond Dam (R32-12-6)

Enclosed please find the Order of Conditions for the above referenced project.

The original signed copy of this document needs to be **recorded** at the **Worcester Registry of Deeds**.

Section G Recording Information (page 13 of 13 of the Order) must be **completed** and **returned** to the Conservation Commission after the Order of Conditions is recorded.

Please note that **Standard Condition 10** requires a sign to be posted on site that includes the DEP Number.


Pre-Construction Special Condition 10 requires a complete copy of this Order, including its drawings, Special Conditions, and any amendments to be maintained at the work site whenever work is being performed. The Applicant shall assure that all contractors, subcontractors and other personnel performing work in the resource area are fully aware of the terms and conditions of the Order. A complete copy of this Order and the project plans shall be given to every contractor and subcontractor performing the work defined and described here.

In accordance with Pre-Construction Special Condition 11, the applicant shall install appropriate sedimentation and erosion control devices before the start of any site work (e.g. earth disturbance, clearing of vegetation, etc.).

Thank you for your application and please do not hesitate to contact us should you have any questions.

Sincerely,

On behalf of the
Gardner Conservation Commission

X 
Justin Enright
Conservation and Planning Agent



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

Provided by MassDEP:
 160-0678
 MassDEP File #
 --
 eDEP Transaction #
 Gardner
 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: City of Gardner Conservation Commission
 Conservation Commission
2. This issuance is for (check one):
 a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

Jay Bry
 a. First Name b. Last Name
Mount Wachusett Community College/Commonwealth of Massachusetts
 c. Organization
444 Green Street
 d. Mailing Address
Gardner MA 01440
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

 a. First Name b. Last Name

 c. Organization

 d. Mailing Address

 e. City/Town f. State g. Zip Code

5. Project Location:

444 Green Street Gardner
 a. Street Address b. City/Town
R32 12/6
 c. Assessors Map/Plat Number d. Parcel/Lot Number
Latitude and Longitude, if known: 42d35m52.5s -71d59m03.9s
 d. Latitude e. Longitude



Massachusetts Department of Environmental Protection
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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):
 Worcester
- | | |
|-----------|--|
| a. County | b. Certificate Number (if registered land) |
| 1 | 0 |
| c. Book | d. Page |
7. Dates: 02/14/2025 04/28/2025 05/08/2025
 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):
 Old Duck Pond Dam Removal, Gardner, Massachusetts Sheets 1-26
- | | |
|--------------------------------------|--------------------------|
| a. Plan Title | |
| Haley & Aldrich, INC. | Denis J. Bell |
| b. Prepared By | c. Signed and Stamped by |
| 04/16/2025 | Varies |
| d. Final Revision Date | e. Scale |
| See Attached | -- |
| 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. <input checked="" type="checkbox"/> Public Water Supply | b. <input type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input type="checkbox"/> Groundwater Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> 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.



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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) 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 checked="" type="checkbox"/> Bank	12,065	12,065	6,892	6,892
	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	71,638	71,638	109,624	109,624
	a. square feet	b. square feet	c. square feet	d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	109,624	109,624	0	0
	a. square feet	b. square feet	c. square feet	d. square feet
	0	0		
	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 Alteration	Permitted Alteration	Proposed Replacement	Permitted 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. nourishment cu yd	d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
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



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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):

1

0

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 05/08/2028 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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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 160-0678 "
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

- 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 Conservation Commission hereby finds (check one that applies):
 - 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:

Gardner Wetlands Protection Ordinance (City Code)	Ch. 650
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



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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.

05/08/2025

1. Date of Issuance

5

2. Number of Signers

City of Gardner Conservation Commission

[Signature]
 Signature

[Signature]
 Signature

[Signature]
 Signature

[Signature]
 Signature

Signature

Signature

Signature

Signature

☐ by hand delivery on

Date

Nicholas Summerhages
 Printed Name

Brian Hall
 Printed Name

Corinne Smith
 Printed Name

Gregory P. Dunn
 Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

☒ by certified mail, return receipt requested, on

05/08/2025

Date



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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.



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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



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number: _____

Provided by DEP _____

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

a. Street Address _____

b. City/Town, Zip _____

c. Check number _____

d. Fee amount _____

2. Person or party making request (if appropriate, name the citizen group's representative):

Name _____

Mailing Address _____

City/Town _____

State _____

Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name _____

Mailing Address _____

City/Town _____

State _____

Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

4. DEP File Number: _____

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



B. Instructions

1. When the Departmental action request is for (check one):

- ☐ Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- ☐ Superseding Determination of Applicability – Fee: \$120
- ☐ Superseding Order of Resource Area Delineation – Fee: \$120



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. 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.

Summary of Project: The Notice of Intent for this work requests Conservation Commission approval for the engineered permeant breach of Old Duck Pond Dam by installing a new Culvert through the dam and the lowering of the water level in the Old Duck Pond by 5 feet. This work will impact Bordering Vegetated Wetlands, Bank and Land Under Water.

*This work is **approved** pursuant to the provisions of the Massachusetts Wetlands Protection Act and 310 CMR 10.00 and the City of Gardner Wetlands Protection Ordinance, City Code Chapter 650, subject to the General Conditions of the Order of Conditions, and the following **Special Conditions:***

Overall Special Conditions

1. After the expiration of the 10-day appeal period, and, if no request for appeal has been filed with the Massachusetts Department of Environmental Protection (DEP), this Order shall be recorded at the Worcester Registry of Deeds and proof of that recording shall be delivered to the Gardner Conservation Commission. No work shall begin until the Commission receives proof of the recording.
2. This Order shall apply to any successor in control or successor in interest of the property described in the Notice of Intent and accompanying plans. These obligations shall be expressed in covenants in all deeds to succeeding owners of any portions of the property.
3. The Commission shall be notified in writing of all transfers of title of any portion of the property that takes place prior to the issuance of the Certificate of Compliance.
4. All proposed work shall be performed in accordance with the Conditions of this Order and shall be consistent with the **Notice of Intent** filed 02/14/2025, received 02/14/2025 and **Plans** “Old Duck Pond Dam Removal, Gardner, Massachusetts Sheets 1-26, designed for Mount Wachusett Community College, 444 Green Street, Gardner, Massachusetts prepared by Haley & Aldrich, INC. , Scale: varies, stamped by Denis J. Bell, PE, dated **01/09/2025** with the final revision dated **04/16/2024**”.
5. The Conservation Commission, the Gardner Building Commissioner, consultants or conservation experts as agents of the Commission, and/or the Department of Environmental Protection reserve the right to enter and inspect the property at all reasonable times, until a Certificate of Compliance is issued and may acquire any information, measurements, photographs, observations, and/or materials, or may require the submittal of any data or information deemed necessary by the Commission for that evaluation. Further, work shall be halted on the site if the Commission, agent or DEP 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.
6. The Commission reserves the right to amend this Order of Conditions after a legally

advertised public hearing if plans or circumstances are changed or if new conditions or information so warrant.

7. Upon completion of this project, the applicant shall submit the following to the Conservation Commission to receive a Certificate of Compliance:
 - a. DEP WPA Form 8A Request for Certificate of Compliance or other signed, written request
 - b. A written statement from the applicant certifying that the work has been conducted as shown on referenced plan(s) and documents, and as conditioned by the Commission.
 - c. A written statement from a registered professional engineer of the Commonwealth certifying that the work has been conducted as shown on referenced plan(s) and documents, and as conditioned by the Commission.
 - d. An as-built plan prepared by a registered professional engineer of the Commonwealth shall be submitted to the Commission if available or upon request by the Commission if needed for the purpose of confirming and documenting substantial compliance.
8. The Perpetual Conditions listed in the Order of Conditions shall continue in force beyond the Certificate of Compliance in perpetuity and shall be referred to in all future deeds to this property.

Pre-Construction Special Conditions

9. If there are any changes to the plans as submitted, the applicant shall have the responsibility to submit revised plans showing all changes to the Commission for review. This includes changes required by the Commission, other Town and/or State agencies as well as those introduced by the applicant. No work may start until the Commission has completed its review and notified the applicant in writing.
10. A complete copy of this Order, including its drawings, Special Conditions, and any amendments shall be maintained at the work site whenever work is being performed. The Applicant shall assure that all contractors, subcontractors and other personnel performing work in the resource area are fully aware of the terms and conditions of the Order. A complete copy of this Order and the project plans shall be given to every contractor and subcontractor performing the work defined and described here.

Erosion Controls

11. Before the start of any site work (e.g. earth disturbance, clearing of vegetation, etc.), appropriate sedimentation and erosion control devices shall be installed at the limit of work line.
12. On slopes of 25% (4:1) or less gradient, wire-reinforced silt fencing, staggered straw bales with a six-inch overlap or butted straw bales backed by silt fencing may be used.
13. Slopes greater than 25% (4:1) require butting double staked straw bales backed by a silt fence dug 6 inches into the ground.
14. All silt fencing will be dug 6 inches into the ground. Stakes will be spaced a maximum of 8 feet if wire reinforced fencing is used and a maximum of 6 feet if the fencing is not reinforced. All straw bales will be double staked into the ground. Straw bales shall be dry, tight, consistent dry stalk material (not green or alive) and free of seeds.
15. Prior to any work on site, the proposed limits of work shall be delineated with 5-foot high stakes spray painted bright orange placed every 25 feet with attached signs clearly displaying **“NO ACTIVITY BEYOND THIS POINT PER ORDER OF THE CONSERVATION COMMISSION”**, or otherwise delineated as approved by the Commission or their Agent. Such markers shall be checked and replaced as necessary and shall be maintained until all construction is complete. Workers shall be informed that no use of machinery, storage of machinery or materials, stockpiling of soil or construction activity is to occur beyond this line at any time.

During Construction Special Conditions

Erosion Control

16. The Conservation Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site.
17. Erosion control devices shall remain in place until such time stabilization of all areas that may impact resource areas is permanent.
18. The applicant shall remove the erosion control and sedimentation devices by the end of construction, before applying for the Certificate of Compliance.
19. 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 silt fences, straw bales, stone rip-

rap filter dikes or any other devices planned for use during construction.

20. Erosion control devices may be modified based on experience at the site. All such devices shall be inspected, cleaned, and/or replaced during construction and shall remain in place until such time stabilization of all areas that may impact resource areas is permanent. These devices shall be inspected to assure maximum control has been provided after any rainfall.
21. Any straw bales, wattles, or other erosion control measures that deteriorate during the activity period are to be replaced immediately. At the close of each construction day, and especially prior to weekends, the applicant shall assume responsibility for monitoring all erosion and sedimentation barriers to ensure that all barriers are in place, secured, reinforced and properly maintained at day's end. In the event that an uncontrollable emergency occurs, such as a heavy rainstorm, causing erosion and sedimentation breakout, the applicant shall restore such barriers to the standards outlined in the Order. Erosion controls shall in place until revegetation takes place.
22. All erosion control measures shall remain in place and be maintained for the purpose for which they were installed until the area up-gradient is permanently stabilized.

Stabilization

23. After loaming and seeding, disturbed areas will be covered with hay mulch, erosion control blanket or netting or other suitable material in order to provide adequate surface protection until seed germination.
24. As soon as grading and/or construction in the buffer zone are completed, all disturbed areas must be permanently stabilized with vegetative cover. All disturbed areas, slopes and proposed landscape areas shall be loamed and seeded or stabilized through the use of mulch cover, erosion control blankets or other approved means. All disturbed areas shall be graded, loamed and seeded prior to November 1 of each year. No disturbed areas or stockpiled material will be left unprotected during the winter. If weather conditions do not allow permanent stabilization, then appropriate temporary stabilization measures shall be used until permanent stabilization can be achieved.
25. Subsequent to seeding, disturbed areas will be covered with hay mulch, erosion control blanket or netting or other suitable material in order to provide an adequate surface protection until seed germination. Preference should be given to erosion control netting with biodegradable stitching.
26. After erosion control devices are removed as permitted by the Conservation Commission, the areas covered by the erosion control measures shall be restored to match adjacent condition.
27. For riprap embankments, riprap material shall be clean and free of trash, tree stumps, roots

and other deleterious material.

28. Temporary roadways shall be covered with crushed stone of uniform size or erosion control mats. Said stone shall be washed, graded and free of organic material.

Equipment and Storage

29. Motorized equipment, well drilling equipment, or any other machinery involved in the work shall be permitted in the buffer zone and/or wetlands only when actually engaged in that work and must be removed from the buffer zone and/or wetlands for overnight or weekend storage. No maintenance or refueling shall take place in the buffer zone and/or wetlands. This includes, but is not limited to fueling, lubricating and fluid replacement.
30. Equipment for fuel storage and refueling operations shall be located in an upland area greater than 100 feet from the limits of wetland areas.
31. Under no conditions shall operation of equipment, storage materials, stockpiling of soil or other temporary site disturbance take place on the wetland side of the limit of work line.
32. All equipment used in this project shall be used from upland areas and shall not enter the wetlands at any time.

Other

33. There shall be no construction refuse buried within the 100-foot wetland buffer zone on the project site.
34. No work or activity including the cutting of vegetation shall take place in a wetland area or buffer zone other than that specifically allowed under this Order of Conditions.
35. Only clean fill shall be used on the site, i.e. clean granular materials free of organic matter, large stones, masonry, stumps, asphalt or waste material.
36. No trash dumpsters will be allowed within the 100-foot wetland buffer zone or banks during construction.
37. All utility poles shall be treated with a non-leaching wood preservative. The use of creosote is expressly prohibited. Use of a wood preservative other than CCA salts shall require prior written notification to the Commission five (5) days in advance of placement.

Stream Crossings

38. Plans and construction details of any temporary crossing shall be submitted to the Conservation Commission for approval prior to initiation of the work.
39. Stream crossing shall be done during low flow periods, normally July, August and early September. Great care shall be taken to prevent erosion and siltation during heavy rain during construction at any time of year. Temporary water control, permanent pond water lowering and installation of the culvert shall be completed in accordance with the project plans, dated **01/09/2025** and updated **04/16/2025**.
40. Adequate and appropriate erosion controls shall be installed on the downstream side of the work site to protect water quality in the stream during construction.

Stormwater Management

41. There shall be no sedimentation into wetlands or water bodies from discharge pipes or surface runoff leaving the site.
42. The storm drainage system, detention basins, and compensatory storage areas shall be constructed and functioning as part of the initial project phase.
43. Immediately upon the installation of the headwalls and riprap and the construction of catch basins, drain inlets and any other drainage collection structures, erosion controls such as straw bales shall be set around the inlet to prevent sediment from entering the drainage system.

Well

44. The well drilling rig shall be placed on a bed of hay or similar material designed to catch any spilled pollutants. The bedding and the well tailings shall be removed from the buffer zone immediately upon completion of the drilling operation.
45. The area around the well shall be stabilized immediately after drilling is completed and permanently stabilized as soon as weather conditions permit.

Wetland Replication

46. The compensatory Bordering Vegetated Wetland shall be constructed prior to any filling of existing Bordering Vegetated Wetland and any work on the site.
47. The Conservation Commission shall be notified in writing at least 48 hours prior to the commencement of construction to enable the Commission to inspect the site flagging, erosion control, and other site preparation activities required by this Order. Erosion control device shall be installed between the existing wetlands and proposed replication area.
48. The proposed wetland replication area must meet the Performance Standards for Bordering Vegetated Wetlands (wet meadows, marshes, swamps and bogs), 310 CMR 10.55 (4)(b). Replication must be based on the best available information for such areas and must be supervised by a wetland specialist who shall be a professional with experience in wetland replication and a working knowledge of botany and hydrology. Such a person shall be retained at the applicant's expense to supervise and monitor construction of the wetland replication areas until the replication area meets the requirements of this Order of Conditions.
49. Wetland Regulation 310 CMR 10.55 (4)(b)(6) requires that at least 75% of the surface of the replacement area be reestablished with indigenous wetland plant species within two growing seasons. The Applicant shall monitor the establishment of plantings in the replication areas for two (2) growing seasons. If monitoring data indicates that less than 75% of plantings have established after two (2) growing seasons, then a corrective plan of action shall be submitted to the Conservation Commission for approval and implemented under the supervision of a wetland specialist.
50. Following construction of the replication area and prior to other work on the site, the wetland specialist shall certify to the Commission that the area has been constructed in compliance with this Order.
51. The Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from wetland alteration or replication activities.

Flood Storage

52. Compensatory flood storage shall be constructed prior to any filling of land subject to flooding.

Wildlife

53. Where erosion controls have been placed in areas between upland and vernal pools, exposed soils shall be stabilized, and silt fencing or other devices that could block migration of amphibians to and from the pools shall be removed, no later than March 1 if construction has been occurring during the winter, and no later than September 1 if construction has been occurring during the summer. If soils will not be stabilized by these dates, temporary stabilization measures shall be placed, and sedimentation barriers shall be designed to provide a gradual slope or berm over which amphibians may pass. Erosion control devices shall not block passage between uplands and vernal pools between the dates of March 1 and June 1, nor between September 1 and October

Perpetual Special Conditions

54. No additional alterations of any kind within the wetlands and the buffer zone will be permitted without prior notification to and written approval of the Conservation Commission.
55. No herbicides or pesticides shall be used on this site within the 100-foot wetland buffer zone. This condition shall remain in force permanently and shall be recorded as such on the Certificate of Compliance.
56. Fertilization and liming of soils on this site shall not take place within the 100-foot wetland buffer zone unless otherwise authorized by the Commission upon a request for such activities being made in writing to the Commission specifying the type and method of fertilization or liming.
57. No de-icing chemicals shall be used where runoff / drainage will discharge into the wetlands without prior notice and approval of the Commission and unless the presence of properly maintained and functioning pre-treatment and treatment stormwater BMPs exist. This condition shall remain in perpetuity and shall be recorded as such on the Certificate of Compliance. No de-icing chemicals shall be used on any walk, drive, parking lot or private road except during severe ice storm. Any arrangement for snow removal shall so stipulate in a written agreement, snow and ice removal plan and/or Operation and Maintenance Plan. A copy of such agreement or plan shall be provided to and known by any snow removal contractors, staff, or other persons responsible for such activities and shall be stored on site at all times and made available to the Conservation Commission upon request.
58. There shall be no storage of chemicals, oil, fuel, fertilizers or other potentially hazardous material within the wetlands or within the 100-foot wetland buffer zone.
59. Upon completion of work, the limit of permitted permanent encroachment into the buffer zone shall be delineated with permanent features as follows:

As shown on the Plans dated N/A.

Boulders

Stone Wall

Vegetative Boundary

Other _____

The applicant shall instruct all agents to explain these markers to buyers/lessees/landscapers and all persons taking over the property from the applicant.

60. The owner(s) of a subdivision road, commercial or industrial property containing roadways, driveways, or parking areas and containing a privately or individually owned stormwater system or structure, or any other property containing a privately owned stormwater structure or system, shall be responsible for any maintenance of or corrective measures deemed necessary for the drainage and stormwater system and all related infrastructure. This shall be a continuing condition.
61. The maintenance or repair of detention basins, supporting drainage systems, stormwater best management practices other than those in the public way shall be the responsibility of the applicant/property owner. The design capacity, stormwater management treatment capacity and structural integrity of these facilities must be maintained. The basins shall be kept free of any litter, refuse, or other extraneous matter.
62. An Operations and Maintenance plan will be submitted to the Commission for review and approval. In accordance with The Operations and Maintenance Plan submitted to and approved by the Conservation Commission, regular maintenance (and repair as needed) shall be performed by the applicant with reports to the Commission as specified in this plan. The Conservation Commission shall be notified in writing, when any maintenance functions that may impact the wetlands, such as, but not limited to, replacing backfill and repairing drains and terraces, are to be performed.
63. Water samples from the monitoring wells shall be taken and analyzed with results forwarded to the Commission and Health Department twice a year.

Gardner Conservation Commission

DEP#160-0678: Old Duck Pond Dam (Map R32-12-6)

Gardner, MA 01440

Engineered Dam Breach

Approved Documents

Document	Prepared by	Signed/stamped by	Scale	Dated
WPA Form 3: Notice of Intent (Appendix A) (Appendices A-O)	Haley & Aldrich, INC.	Denis J. Bell	N/A	2/12/25 (received 2/14/25)
Site Plan: "Old Duck Pond Dam Removal, Gardner, Massachusetts Sheets 1-26" (Appendix L)	Haley & Aldrich, INC.	Denis J. Bell	Varies	1/9/2025 (4/16/25 Final Revision)
DEP Comments	CERO Mass DEP Regional Office Bureau of Water Resources	Bryanna Weigle	N/A	4/11/25
Response to DEP Comments	Haley & Aldrich, INC.	Denis J. Bell	N/A	4/16/25
Environmental Notification Form (ENF) (Appendices A-T)	Haley & Aldrich, INC.	Denis J. Bell	N/A	4/1/25

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TEST BORING REPORT

Boring No. HA24-101

Project OLD DUCK POND DAM, GARDNER, MA
Client MT. WACHUSETT COMMUNITY COLLEGE
Contractor GEOLOGIC EARTH EXPLORATION, INC.

File No. 029913-028
Sheet No. 1 of 2
Start 23 September 2024
Finish 23 September 2024
Driller M. Ferreria
H&A Rep. D. Palleiko

	Casing	Sampler	Barrel	Drilling Equipment and Procedures
Type	HW	S	NX	Rig Make & Model: Mobile Drill B-57
Inside Diameter (in.)	4	1.4	2.0	Bit Type: Roller Bit
Hammer Weight (lb)	300	140	-	Drill Mud: Water
Hammer Fall (in.)	24	30	-	Casing: Drive and wash
				Hoist/Hammer: Cat-Head / Donut hammer
				PID Make & Model: Not used

Elevation 1146.6
Datum NAVD88
Location See Plan

Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size [†] , structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand			Field Test				
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength
0	13 12 11 11	S1 14	0.0 2.0	SP	1144.6 2.0	Medium dense brown to red-brown poorly-graded SAND with gravel (SP), no structure, no odor, moist, 1-in. layer of topsoil - FILL -		30	5	10	50	5				
	9 9 9 9	S 12	2.0 4.0	SM		Medium dense olive-brown to light brown silty SAND with gravel (SM), no structure, no odor, moist - TILL FILL -	5	15	10	10	40	20				
	12 6 4 1	S3 18	4.0 6.0	SW		Loose light brown to brown well-graded SAND with gravel (SW), no structure, no odor, wet, 30% - FILL -		20	20	25	30	5				
5				OL/OH		1141.3 5.3	Medium stiff black to dark brown ORGANIC SOIL (OL/OH), no structure, no odor, moist to wet Soft black to dark brown sandy ORGANIC SOIL with gravel (OL/OH), no structure, no odor, moist to wet - ORGANIC DEPOSITS -				5	10	85			
	1 1 3 2	S4 14	6.0 8.0	OL/OH							5	20	75			
	28 30 22 27	S5 14	8.0 10.0	SM		1138.6 8.0	Very dense light brown to olive-brown silty SAND with gravel (SM), bonded, no odor, wet Note: Sample submitted to geotechnical laboratory for grain size testing. - GLACIAL TILL -	22	6	17	28	27				
10																
	24 31 35 39	S6 11	14.0 14.5	SM	Very dense light brown to olive-brown silty SAND with gravel (SM), bonded, no odor, wet TOP OF BEDROCK 16.7 FT		15	5	10	45	25					
15					1129.9 16.7		Note: Advance roller bit from 16.7 to 19.0 ft consistently very hard drill action. Start C1 at 19.0 ft. - BEDROCK -									
					1127.6 19.0		SEE CORE BORING REPORT FOR ROCK DETAILS									
20																

Water Level Data						Sample ID		Well Diagram		Summary	
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample				Overburden (ft)	19.0
			Bottom of Casing	Bottom of Hole	Water					Rock Cored (ft)	5.0
09/23/24	10:30	0.3	14.0	24.0	4.5					Samples	S6, C1
										Boring No. HA24-101	

Field Tests: Dilatancy: R - Rapid S - Slow N - None Plasticity: N - Nonplastic L - Low M - Medium H - High
Toughness: L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High

[†]Note: Maximum particle size is determined by direct observation within the limitations of sampler size.

Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.

9 Oct 24

H:\HALEY\ALDRICH\COMMON\29913\028-OLD DUCK POND\GINT\29913-028-TB.GPJ

H&A-TEST BORING-09 REV PLOG-HA-L1B09-BOS STANDARD ONLY-MARCH 2024.GLB GREAT PYRAMID H&A.GPJ

Depth (ft)	Drilling Rate (min./ft)	Run No.	Run Depth (ft)	Recovery/RQD		Weath- ering	Elev./ Depth (ft)	Visual Description and Remarks
				in.	%			
20		C1	19.0	60.0	100	Fresh	1127.6	SEE TEST BORING REPORT FOR OVERBURDEN DETAILS
			24.0	56.0	93		19.0	Very hard, fresh black, white, gray, red-brown, aphanitic to coarse grained, SCHIST. Foliation, bedding fracture, extremely close to close, planar. Primary joint set, low angle, close to very close, smooth, discolored. - PAXTON FORMATION BIOTITE SCHIST -
25							1122.6	BOTTOM OF EXPLORATION 24.0 FT
24.0								
30								
35								
40								
45								
50								

H-A, CORE-WELL-09 PLOG-HA-LIB09-BOS STANDARD ONLY-MARCH 2024 GLB HA-TB+CORE+WELL-09 W FENCE GDT \\HALEYALDRICH\COMMON\29913\028-OLDDUCKPOND\GINT\29913-028-TB.GPJ 9 Oct 24

9 Oct 24
H&A-TEST BORING-09 REV PLOG-HA-L1B09-BOS STANDARD ONLY-MARCH 2024, GLB GREAT PYRAMID H&A.GPJ \\HALEYALDRICH.COM\SHARE\BOS_COMMON\29913\028-OLD DUCKPOND\GINT\29913-028-TB.GPJ

<div>HALEYALDRICH</div> <div>TEST BORING REPORT</div>											Boring No. HA24-102							
Project OLD DUCK POND DAM, GARDNER, MA Client MT. WACHUSETT COMMUNITY COLLEGE Contractor GEOLOGIC EARTH EXPLORATION, INC.											File No. 029913-028 Sheet No. 1 of 2 Start 20 September 2024 Finish 20 September 2024 Driller M. Ferreria H&A Rep. D. Palleiko							
		Casing	Sampler	Barrel	Drilling Equipment and Procedures													
Type	HW/NW	S	NX	Rig Make & Model: Mobile Drill B-57 Bit Type: Drill Mud: Water Casing: Drive and wash/ spin Hoist/Hammer: / Donut hammer PID Make & Model: Not used							Elevation 1146.0 Datum NAVD88 Location See Plan							
Inside Diameter (in.)	4/3	1.4	2.0															
Hammer Weight (lb)	300	140	-															
Hammer Fall (in.)	24	30	-															
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size†, structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand		Field Test							
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength		
0	11 19 14 18	S1	0.0 2.0	SM		Dense gray-brown to brown silty SAND with gravel (SM), no structure, no odor, moist	15	5	5	50	25							
	6 9 16 18	S2	2.0 4.0	SM		Medium dense to dense gray-brown to red-brown silty SAND with gravel (SM), no structure, no odor, moist Note: Sample submitted to geotechnical laboratory for grain size testing. - FILL -	9	6	20	32	33							
	30 62 53 100	S3	4.0 6.0	SM		Very dense black and gray silty SAND with gravel (SM), no structure, no odor, moist	15	5	20	45	15							
	21 20 45 30	S4	6.0 8.0	SM		Medium dense to very dense gray-brown to red-brown silty SAND with gravel (SM), no structure, no odor, moist	15	5	10	30	40							
	105	NR	8.0			Cobble from 8 to 9 ft. Black organic silt in wash												
		0	8.5		1137.0													
	11 24 39 35	S5	9.0 11.0	SM	9.0	Very dense gray-brown to dark brown silty SAND with gravel (SM), bonded, no odor, wet, thin topsoil horizon observed in sample, mottling from 10 to 11 ft - GLACIAL TILL -	15	5	10	45	25							
	31 21 30 34	S6	14.0 16.0	SM		Very dense gray and olive-gray silty SAND with gravel (SM), bonded, no odor, wet Occasional cobbles	15		5	45	35							
					1128.0	TOP OF BEDROCK 18.0 FT												
					18.0	Drill action change at 18 ft.												
					1127.0	- BEDROCK -												
					19.0													
20	38 50/0	S7	19.0 19.5															
SEE CORE BORING REPORT FOR ROCK DETAILS																		
Water Level Data						Sample ID				Well Diagram				Summary				
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample		Overburden (ft)		19.0		Boring No. HA24-102						
			Bottom of Casing	Bottom of Hole	Water			Rock Cored (ft)		6.0								
09/20/24	12:41	0.2	19.0	25.0	6.5			Samples		S6, C1								
Field Tests: Dilatancy: R - Rapid S - Slow N - None Plasticity: N - Nonplastic L - Low M - Medium H - High Toughness: L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High																		
†Note: Maximum particle size is determined by direct observation within the limitations of sampler size.																		
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.																		

Depth (ft)	Drilling Rate (min./ft)	Run No.	Run Depth (ft)	Recovery/RQD		Weath- ering	Elev./ Depth (ft)	Visual Description and Remarks
				in.	%			
20		C1	20.0 25.0	58.0 46.0	97 77	Slightly		SEE TEST BORING REPORT FOR OVERBURDEN DETAILS Hard to soft, slightly weathered, black, white, gray, red-brown, aphanitic to coarse grained, SCHIST. Foliation, bedding fracture, extremely close to close, planar, discolored. Primary joint set, low angle, very close to close, smooth, discolored. - PAXTON FORMATION BIOTITE SCHIST -
25							1121.0 25.0	BOTTOM OF EXPLORATION 25.0 FT
30								
35								
40								
45								
50								
55								

H&A-TEST BORING-09 REV PLOG-HA-L1B09-BOS STANDARD ONLY-MARCH 2024. GLB GREAT PYRAMID H&A.GPJ \\HALEYALDRICH.COM\SHARE\BOS_COMMON\29913\028-OLD DUCKPOND\GINT\29913-028-TB.GPJ 9 Oct 24

<div><div><div>HALEYALDRICH</div><div>TEST BORING REPORT</div></div></div>											Boring No. HA24-103				
Project OLD DUCK POND DAM, GARDNER, MA											File No. 029913-028				
Client MT. WACHUSETT COMMUNITY COLLEGE											Sheet No. 1 of 2				
Contractor GEOLOGIC EARTH EXPLORATION, INC.											Start 19 September 2024				
											Finish 19 September 2024				
											Driller M. Ferreria				
											H&A Rep. D. Palleiko				
		Casing	Sampler	Barrel	Drilling Equipment and Procedures										
Type	HW/NW	S	NX	Rig Make & Model: Mobile Drill B-57							Elevation 1146.0				
Inside Diameter (in.)	4/3	1.4	2.0	Bit Type: Roller Bit							Datum NAVD88				
Hammer Weight (lb)	300/ Spin	140	-	Drill Mud: Water							Location See Plan				
Hammer Fall (in.)	24	30	-	Casing: Drive and wash/Spin											
											Hoist/Hammer: Cat-Head / Donut hammer				
											PID Make & Model: Not used				
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size†, structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand		Field Test				
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity
0	36 22 26 71	S1 9	0.0 2.0	SM		Dense olive-brown to brown silty SAND with gravel (SM), no structure, no odor, moist - FILL -	15		5	55	25				
	22 15 21 17	S2 10	2.0 4.0	SM		Dense olive-brown to brown silty SAND with gravel (SM), no structure, no odor, moist	15		5	55	25				
	32 110 35 8	S3 14	4.0 6.0	SM		Dense to very dense olive-brown to brown silty SAND with gravel (SM), no structure, no odor, moist	15		5	55	25				
5	8 4 7 5	S4 10	6.0 8.0	SM		Medium dense to very dense olive-brown to brown silty SAND with gravel (SM), no structure, no odor, moist Note: Advanced casing to 8 ft, casing sank to 9 on washout.	15		5	55	25				
	26 120	S5 10	9.0 10.0	SM	1137.0 9.0	Medium dense olive-brown to brown silty SAND with gravel (SM), bonded, no odor, moist, weakly bonded in pockets - TILL FILL -	15		5	55	25				
10				SM	1136.0 10.0	Medium dense to very dense olive-gray to gray silty SAND with gravel (SM), moist, frequent cobbles up to 8 inches thick - GLACIAL TILL - Note: Advance roller bit to 14.0 ft. Frequent cobbles.	15		15	35	35				
	120/4	S6 3	14.0 14.3	GP	1131.7 14.3	Very dense gray and black poorly-graded GRAVEL with sand (GP), no structure, no odor, moist, single lithology fragments from wash consistent with local bedrock TOP OF BEDROCK 14.3 FT	65	35							
15					1130.0 16.0	Note: Advanced rollerbit to 16.0 ft, consistently hard, set 3 in. Casing to 19 ft, start C1. - BEDROCK -									
						SEE CORE BORING REPORT FOR ROCK DETAILS									
20															
Water Level Data						Sample ID	Well Diagram		Summary						
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample		Overburden (ft) 19.0							
			Bottom of Casing	Bottom of Hole	Water			Rock Cored (ft) 4.0							
09/19/24	14:24	0.1	19.0	23.0	7.9			Samples S6, C1							
								Boring No. HA24-103							
Field Tests:						Dilatancy: R - Rapid S - Slow N - None Toughness: L - Low M - Medium H - High Plasticity: N - Nonplastic L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High									
†Note: Maximum particle size is determined by direct observation within the limitations of sampler size.															
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.															

Depth (ft)	Drilling Rate (min./ft)	Run No.	Run Depth (ft)	Recovery/RQD		Weath- ering	Elev./ Depth (ft)	Visual Description and Remarks
				in.	%			
20		C1	19.0	39.0	81	Slight to Moderate	1123.0	SEE TEST BORING REPORT FOR OVERBURDEN DETAILS
			23.0	0.0	0			Hard to occasionally soft, slightly to moderately weathered, black, gray, white, fine grained to very coarse grained, SCHIST AND APLITE. Foliation, bedding fracture, extremely close to close, planar. Primary joint set, low angle, very close to close, smooth. - PAXTON FORMATION BIOTITE SCHIST -
							23.0	BOTTOM OF EXPLORATION 23.0 FT
25								
30								
35								
40								
45								
50								

H-A. CORE-WELL-09 PLOG-HA-LIB09-BOS STANDARD ONLY-MARCH 2024 GLB HA-TB+CORE+WELL-09 W FENCE GDT \\HALEYALDRICH.COM\SHARE\BOS_COMMON\29913\028-OLD\DUCKPOND\GINT\29913-028-TB.GPJ 9 Oct 24

Last Modified: 06/25/2025 at 12:26PM EDT

H&A-TEST BORING-09 REV PLOG-HA-L1B09-BOS STANDARD ONLY-MARCH 2024. GLB GREAT PYRAMID H&A.GPJ \\HALEYALDRICH.COM\SHARE\BOS_COMMON\29913\028-OLD DUCK POND\GINT\29913-028-TB.GPJ 9 Oct 24

<div>HALEYALDRICH</div> <div>TEST BORING REPORT</div>											Boring No. HA24-104				
Project OLD DUCK POND DAM, GARDNER, MA Client MT. WACHUSETT COMMUNITY COLLEGE Contractor GEOLOGIC EARTH EXPLORATION, INC.											File No. 029913-028 Sheet No. 1 of 3 Start 18 September 2024 Finish 18 September 2024 Driller M. Ferreria H&A Rep. D. Palleiko				
		Casing	Sampler	Barrel	Drilling Equipment and Procedures										
Type	HW		S		Rig Make & Model: Mobile Drill B-57 Bit Type: Roller Bit Drill Mud: Water Casing: Spun Hoist/Hammer: Cat-Head / Donut hammer PID Make & Model: Not used						Elevation 1146.0 Datum NAVD88 Location See Plan				
Inside Diameter (in.)	4		1.4	2.0											
Hammer Weight (lb)	300		140	-											
Hammer Fall (in.)	24		30	-											
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size†, structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand			Field Test			
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity
0	20 17 15 17	S1 11	0.0 2.0	SM		Dense olive-brown to yellow-brown silty SAND with gravel (SM), no structure, no odor, moist - FILL -	20	5	10	40	25				
	31 36 26 28	S2 13	2.0 4.0	SM		Very dense olive-brown to yellow-brown silty SAND with gravel (SM), no structure, no odor, moist	20	5	10	40	25				
5	100/5"	S3 1	4.0 4.4			Boulder in fill - FILL -									
	13 36 17 12	S4 10	8.5 10.5	SM		Very dense olive-brown to yellow-brown silty SAND with gravel (SM), no structure, no odor, moist to wet	20	5	10	40	25				
10				SM	1136.0 10.0	Dense gray-brown to dark brown silty SAND with gravel (SM), bonded, no odor, wet - GLACIAL TILL - Occasional cobbles	15	5	10	45	25				
	40 35 100/5"	S5 9	14.0 15.4	SM		Very dense gray-brown with red-brown silty SAND with gravel (SM), bonded, no odor, moist, red-brown mottling Note: Sample submitted to geotechnical laboratory for grain size testing.	37	15	7	10	13	18			
15						TOP OF BROKEN BEDROCK 19.0 FT									
20	100/2"	S6 1	19.0 19.2	SM	1127.0 19.0	Very dense gray-brown to brown silty SAND with gravel (SM), no structure, no odor, wet	15	15	25	30	15				
Water Level Data						Sample ID	Well Diagram		Summary						
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample		Overburden (ft)		26.0		Boring No. HA24-104			
			Bottom of Casing	Bottom of Hole	Water			Rock Cored (ft)		5.0					
09/19/24	07:26	16.0	26.0	31.3	7.5			Samples		S7, C1					
Field Tests:						Dilatancy: R - Rapid S - Slow N - None Toughness: L - Low M - Medium H - High Plasticity: N - Nonplastic L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High									
†Note: Maximum particle size is determined by direct observation within the limitations of sampler size.															
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.															

Boring No.	HA24-104
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Depth (ft)	Drilling Rate (min./ft)	Run No.	Run Depth (ft)	Recovery/RQD		Weath- ering	Elev./ Depth (ft)	Visual Description and Remarks
				in.	%			
								SEE TEST BORING REPORT FOR OVERBURDEN DETAILS
		C1	26.0 31.0	52.0 37.0	87 62	Slightly	1120.0 26.0	Hard to soft, slightly weathered, black, white, gray, red-brown, aphanitic to coarse grained, SCHIST, highly weathered zones up to 1.5 ft thick. Foliation, bedding fracture, extremely close to close, planar. Primary joint set, low angle, very close to close, smooth. - PAXTON FORMATION BIOTITE SCHIST -
30							1115.0 31.0	BOTTOM OF EXPLORATION 31.0 FT
35								
40								
45								
50								
55								
60								








H&A-TEST BORING-09 REV PLOG-HA-L-IB09-BOS STANDARD ONLY-MARCH 2024, GLB GREAT PYRAMID H&A.GPJ \\HALEYALDRICH.COM\SHARE\BOS_COMMON\29913\028-OLD DUCKPOND\GINT\29913-028-TB-SED SERIES.GPJ 3 Feb 25

<div><div>HALEYALDRICH</div><div>TEST BORING REPORT</div></div>											Boring No. HA24-SED-201								
Project OLD DUCK POND SEDIMENT SAMPLING, GARDNER, MA											File No. 29913-028								
Client MOUNT WACHUSETT COMMUNITY COLLEGE											Sheet No. 1 of 1								
Contractor TG&B, Inc.											Start 12 November 2024								
		Casing	Sampler	Barrel	Drilling Equipment and Procedures						Finish 12 November 2024								
Type	-	VC	-	Rig Make & Model: Vibracore - SKIFF BOAT						Driller B. Avenaki									
Inside Diameter (in.)	-	3.0	-	Bit Type: Cutting Head						H&A Rep. M. Dodson									
Hammer Weight (lb)	-	-	-	Drill Mud: None						Elevation 1143.7									
Hammer Fall (in.)	-	-	-	Casing: None						Datum NAVD 88									
Hoist/Hammer: / Vibration Hammer											Location See Plan								
PID Make & Model: Not used																			
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size [†] , structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand			Field Test							
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength			
0						- POND WATER SURFACE -													
						- POND WATER -													
5						Note: Water depth 5.7 ft.													
		VC1 24	5.7 7.7	OL/OH	1138.0 5.7	Dark brown to ORGANIC SOIL with sand (OL/OH), no structure, organic odor, wet, 20% organic debris including sticks, soft benthic mud, sandier with depth, gravel at bottom of recovery	5	0	0	5	15	75							
						- BENTHIC ZONE -													
						Note: Refusal on cobbles for two attempts. Moved vibracore 5 ft for third attempt to collect sample.													
					1136.0 7.7	BOTTOM OF EXPLORATION 7.7 FT													
Water Level Data						Sample ID	Well Diagram			Summary									
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			G - Geoprobe O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample		Overburden (ft) N/A											
			Bottom of Casing	Bottom of Hole	Water			Rock Cored (ft) -											
								Samples S1											
								Boring No. HA24-SED-201											
Field Tests:						Dilatancy: R - Rapid S - Slow N - None Plasticity: N - Nonplastic L - Low M - Medium H - High													
						Toughness: L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High													
[†] Note: Maximum particle size is determined by direct observation within the limitations of sampler size.																			
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.																			

<div>HALEYALDRICH</div> <div>TEST BORING REPORT</div>											<div>Boring No.</div> <div>HA24-SED-202</div>								
<div>Project</div> <div>OLD DUCK POND SEDIMENT SAMPLING, GARDNER, MA</div> <div>Client</div> <div>MOUNT WACHUSETT COMMUNITY COLLEGE</div> <div>Contractor</div> <div>TG&B, Inc.</div>											<div>File No.</div> <div>29913-028</div> <div>Sheet No.</div> <div>1 of 1</div> <div>Start</div> <div>12 November 2024</div> <div>Finish</div> <div>12 November 2024</div> <div>Driller</div> <div>B. Avenaki</div> <div>H&A Rep.</div> <div>M. Dodson</div>								
		Casing	Sampler	Barrel	Drilling Equipment and Procedures														
Type	-	VC	-	Rig Make & Model: Vibracore - SKIFF BOAT						Elevation				1143.7					
Inside Diameter (in.)	-	3.0	-	Bit Type: Cutting Head						Datum				NAVD 88					
Hammer Weight (lb)	-	-	-	Drill Mud: None						Location				See Plan					
Hammer Fall (in.)	-	-	-	Casing: None															
				Hoist/Hammer: / Vibration Hammer															
				PID Make & Model: Not used															
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size†, structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand			Field Test							
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength			
0						- POND WATER SURFACE -													
						- POND WATER -													
						Note: Water depth 5.3 ft.													
5		VC1 20	5.3 7.3	OL/OH	1138.4 5.3	Dark brown to olive-brown ORGANIC SOIL with sand (OL/OH), no structure, organic odor, wet, 15% organic debris, soft benthic mud - BENTHIC ZONE -	0	0	0	5	15	80							
				OL/OH	1137.4 6.3	Dark brown ORGANIC SOIL with sand (OL/OH), no structure, organic odor, wet, more resistive, 40% organic debris - ORGANIC DEPOSITS -	0	0	0	5	15	80							
					1136.4 7.3	BOTTOM OF EXPLORATION 7.3 FT													
Water Level Data						Sample ID	Well Diagram		Summary										
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			G - Geoprobe O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample		Overburden (ft) N/A											
			Bottom of Casing	Bottom of Hole	Water			Rock Cored (ft) -											
								Samples S1											
						Boring No.						HA24-SED-202							
Field Tests:						Dilatancy: R - Rapid S - Slow N - None Plasticity: N - Nonplastic L - Low M - Medium H - High													
						Toughness: L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High													
†Note: Maximum particle size is determined by direct observation within the limitations of sampler size.																			
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.																			

<div><div>HALEYALDRICH</div><div>TEST BORING REPORT</div></div>											Boring No. HA24-SED-203								
Project OLD DUCK POND SEDIMENT SAMPLING, GARDNER, MA											File No. 29913-028								
Client MOUNT WACHUSETT COMMUNITY COLLEGE											Sheet No. 1 of 1								
Contractor TG&B, Inc.											Start 12 November 2024								
		Casing	Sampler	Barrel	Drilling Equipment and Procedures						Finish 12 November 2024								
Type		-	VC	-	Rig Make & Model: Vibracore - SKIFF BOAT						Driller B. Avenaki								
Inside Diameter (in.)		-	3.0	-	Bit Type: Cutting Head						H&A Rep. M. Dodson								
Hammer Weight (lb)		-	-	-	Drill Mud: None						Elevation 1143.7								
Hammer Fall (in.)		-	-	-	Casing: None						Datum NAVD 88								
					Hoist/Hammer: / Vibration Hammer						Location See Plan								
					PID Make & Model: Not used														
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size†, structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand			Field Test							
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength			
0						- POND WATER SURFACE -													
						- POND WATER -													
						Note: Water depth 5.5 ft.													
5		VC1 19	5.5 7.5	OL/OH	1138.2 5.5	Dark brown to olive-brown ORGANIC SOIL with sand (OL/OH), no structure, organic odor, wet, 15% organic debris, soft benthic mud - BENTHIC ZONE -	0	0	0	5	15	80							
				PT	1137.5 6.2	Dark brown PEAT with sand (PT), no structure, organic odor, wet, more resistive to driving; recovered mostly organic debris - PEAT - Note: Refusal on cobble 6 in. below mudline. Moved vibracore 3 ft to collect sample.	0	0	0	5	15	80							
					1136.2 7.5	BOTTOM OF EXPLORATION 7.5 FT													
Water Level Data						Sample ID	Well Diagram		Summary										
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			G - Geoprobe O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample		Overburden (ft) N/A											
			Bottom of Casing	Bottom of Hole	Water			Rock Cored (ft) -											
								Samples S1											
						Boring No. HA24-SED-203													
Field Tests:						Dilatancy: R - Rapid S - Slow N - None Plasticity: N - Nonplastic L - Low M - Medium H - High Toughness: L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High													
†Note: Maximum particle size is determined by direct observation within the limitations of sampler size.																			
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.																			

H&A-TEST BORING-09 REV PLOG-HA-L-IB09-BOS STANDARD ONLY-MARCH 2024, GLB GREAT PYRAMID H&A.GPJ \\HALEYALDRICH.COM\SHARE\BOS_COMMON\29913\028-OLD DUCK POND\GINT\29913-028-TB-SED SERIES.GPJ 3 Feb 25

<div>HALEYALDRICH</div> <div>TEST BORING REPORT</div>											<div>Boring No.</div> <div>HA24-SED-204</div>										
<div>Project</div> <div>OLD DUCK POND SEDIMENT SAMPLING, GARDNER, MA</div> <div>Client</div> <div>MOUNT WACHUSETT COMMUNITY COLLEGE</div> <div>Contractor</div> <div>TG&B, Inc.</div>											<div>File No.</div> <div>29913-028</div> <div>Sheet No.</div> <div>1 of 1</div> <div>Start</div> <div>12 November 2024</div> <div>Finish</div> <div>12 November 2024</div> <div>Driller</div> <div>B. Avenaki</div> <div>H&A Rep.</div> <div>M. Dodson</div>										
		Casing	Sampler	Barrel	Drilling Equipment and Procedures																
Type	-	VC	-	Rig Make & Model: Vibracore - SKIFF BOAT						Elevation				1143.7							
Inside Diameter (in.)	-	3.0	-	Bit Type: Cutting Head						Datum				NAVD 88							
Hammer Weight (lb)	-	-	-	Drill Mud: None						Location				See Plan							
Hammer Fall (in.)	-	-	-	Casing: None																	
				Hoist/Hammer: / Vibration Hammer																	
				PID Make & Model: Not used																	
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size [†] , structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand			Field Test									
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength					
0						- POND WATER SURFACE -															
						- POND WATER -															
						Note: Water depth 5.3 ft.															
5		VC1 23	5.3 5.5	OL/OH	1138.4 5.3	Dark brown to olive-brown ORGANIC SOIL with sand (OL/OH), no structure, organic odor, wet, 10% organic debris, soft benthic mud - BENTHIC ZONE -	0	0	5	0	15	80									
				PT	1137.6 6.1	Dark brown PEAT with sand (PT), no structure, organic odor, wet, more resistive to driving; recovered mostly organic debris - PEAT -	0	0	0	5	15	80									
					1136.4 7.3	BOTTOM OF EXPLORATION 7.3 FT															
Water Level Data						Sample ID	Well Diagram			Summary											
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			G - Geoprobe O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample	      	Riser Pipe		Screen		Filter Sand		Cuttings		Grout		Concrete		Bentonite Seal	
			Bottom of Casing	Bottom of Hole	Water			Overburden (ft)		N/A		Rock Cored (ft)		-		Samples		S1			
												Boring No. HA24-SED-204									
Field Tests:						Dilatancy: R - Rapid S - Slow N - None Toughness: L - Low M - Medium H - High						Plasticity: N - Nonplastic L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High									
†Note: Maximum particle size is determined by direct observation within the limitations of sampler size.																					
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.																					

H&A-TEST BORING-09 REV PLOG-HA-L-IB09-BOS STANDARD ONLY-MARCH 2024, GLB GREAT PYRAMID H&A.GPJ \\HALEYALDRICH.COM\SHARE\BOS_COMMON\29913\028-OLD DUCKPOND\GINT\29913-028-TB-SED SERIES.GPJ 3 Feb 25

<div>HALEYALDRICH</div> <div>TEST BORING REPORT</div>											Boring No. HA24-SED-206								
Project OLD DUCK POND SEDIMENT SAMPLING, GARDNER, MA Client MOUNT WACHUSETT COMMUNITY COLLEGE Contractor TG&B, Inc.											File No. 29913-028 Sheet No. 1 of 1 Start 12 November 2024 Finish 12 November 2024 Driller B. Avenaki H&A Rep. M. Dodson								
		Casing	Sampler	Barrel	Drilling Equipment and Procedures														
Type	-	VC	-	Rig Make & Model: Vibracore - SKIFF BOAT						Elevation 1143.7									
Inside Diameter (in.)	-	3.0	-	Bit Type: Cutting Head						Datum NAVD 88									
Hammer Weight (lb)	-	-	-	Drill Mud: None						Location See Plan									
Hammer Fall (in.)	-	-	-	Casing: None															
				Hoist/Hammer: / Vibration Hammer															
				PID Make & Model: Not used															
Depth (ft)	Sampler Blows per 6 in.	Sample No. & Rec. (in.)	Sample Depth (ft)	USCS Symbol	Stratum Change Elev/Depth (ft)	VISUAL-MANUAL IDENTIFICATION AND DESCRIPTION (Density/consistency, color, GROUP NAME, max. particle size [†] , structure, odor, moisture, optional descriptions GEOLOGIC INTERPRETATION)	Gravel		Sand			Field Test							
							% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength			
0					1143.5 0.2	- POND WATER SURFACE -													
						- POND WATER -													
						Note: Water depth 5.0 ft.													
5		VC-1 22	5.0 7.0	OL/OH	1138.7 5.0	Dark brown sandy ORGANIC SOIL (OL/OH), no structure, organic odor, wet, 10% organic debris, soft benthic mud - BENTHIC ZONE -	0	5	5	10	20	60							
				OL/OH	1137.9 5.8	Note: Multiple refusals on cobbles at mudline. Moved Viobraccore multiple times to collect sample. Dark brown ORGANIC SOIL with sand (OL/OH), no structure, organic odor, wet, more resistive to driving; high organic debris content - ORGANIC DEPOSITS -	0	0	0	5	15	80							
					1136.7 7.0	BOTTOM OF EXPLORATION 7.0 FT													
Water Level Data						Sample ID	Well Diagram			Summary									
Date	Time	Elapsed Time (hr.)	Depth (ft) to:			G - Geoprobe O - Open End Rod T - Thin Wall Tube U - Undisturbed Sample S - Split Spoon Sample		Overburden (ft) N/A											
			Bottom of Casing	Bottom of Hole	Water			Rock Cored (ft) -											
								Samples S1											
						Boring No. HA24-SED-206													
Field Tests:						Dilatancy: R - Rapid S - Slow N - None Toughness: L - Low M - Medium H - High Plasticity: N - Nonplastic L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High													
[†] Note: Maximum particle size is determined by direct observation within the limitations of sampler size.																			
Note: Soil identification based on visual-manual methods of the USCS as practiced by Haley & Aldrich, Inc.																			

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**SECTION 011101
SUMMARY OF WORK**

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings, General Conditions of the Contract, and Division-1 Specification Sections apply to the work of this Section.

1.02 PROJECT IDENTIFICATION:

- A. General: Project name is the Old Duck Pond Dam Breach.
- B. Contract Documents: The work to be performed under this Contract is shown in the Contract Documents prepared by Haley & Aldrich, Inc. for Mount Wachusett Community College.

1.03 SUMMARY OF WORK:

- A. The work required by these specifications shall include furnishing all labor, skill, supervision, product supplier's personnel (as required), tools, construction plant, equipment and materials, and performing all operations necessary to properly complete contract work as shown on the Drawings, as mentioned in these specifications, and as evidently required, to the complete satisfaction of the Owner and the Engineer.
- B. The work generally consists of the following:
 - 1. Completing the work of this contract in strict accordance with the Permitting requirements;
 - 2. Protection of the environment and areas outside the work area;
 - 3. Select removal of vegetation;
 - 4. Select removal of trees;
 - 5. Control of water and controlled, partial draining of Old Duck Pond;
 - 6. Excavation;
 - 7. Installation of Precast Concrete Culvert;
 - 8. Backfilling and Compaction;
 - 9. Grading;
 - 10. Restoration of Walking Path
 - 11. Installation of Guard Rail
 - 12. Placement of Topsoil and Seeding;
 - 13. Plantings and Habitat restoration; among other work.
- C. The work is located on the campus of Mount Wachusett Community College located at 444 Green Street in Gardner, Massachusetts.
- D. During construction, observation and monitoring of the work by the Owner and Engineer will be ongoing and the Contractor shall accommodate the Owner's representatives and Engineer's as necessary.
- E. Coordinate all work with the College and maintain the site in a clean, orderly condition

SECTION 011101 SUMMARY OF WORK

during and upon completion of work.

- F. The Contractor will be responsible for regulating the level of the impoundment during the progression of the work and maintaining the impoundment.
- G. In cases where the Specifications and Drawings include the provision for particular work, equipment or systems as part of the Contract, but do not completely specify all work incidental to such a provision, or do not provide complete detailed designs for all parts of the provision, then the Contractor will provide or perform such incidental work or necessary design services using generally accepted standards of engineering, material, and construction. All Contractor designs shall be approved in writing by the Engineer prior to proceeding with the work.

1.04 PERMITS AND APPROVALS

- A. Work shall not commence on any phase of the work requiring a permit or approval until the permit or approval is obtained. All Work shall be performed in accordance with the Permits and Approvals issued to Mount Wachusett Community College.
- B. The Contractor shall obtain all other permits including traffic control permits and SWPPP associated with his work. Costs associated with obtaining such permits shall be at the Contractor's expense.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

PART 4.00 – MEASUREMENT AND PAYMENT

4.01 Measurement: There will be no measurement for Division 1 – General Conditions items.

4.02 Payment: Payment of all Division 1 – General Conditions items including but not limited to work plans, schedules, meetings, temporary construction facilities, temporary controls, permits, traffic details, closeout, and Record Drawings. Payment will be made at the contract lump sum for General Conditions.

4.03 Pay item

007200 General Conditions

END OF SECTION

**SECTION 011900
CONTRACT CONSIDERATIONS**

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART I.00-GENERAL

1.01 SECTION INCLUDES

- A. Inspection and testing
- B. Application for Payment
- C. Change Procedures

1.02 INSPECTION AND TESTING

- A. The Contractor shall be responsible for engaging an inspection or testing firm, execution of inspection or tests and reporting results, if specified herein.
- B. The Contractor will cooperate with the Owner and provide his agents with the facilities necessary to sample and inspect during each phase of construction at no cost to the Owner. The Contractor shall be responsible for all costs associated with retesting areas that have previously failed.

1.03 APPLICATIONS FOR PAYMENT

- A. Applications shall be submitted in accordance with the requirements of Section 01025.

1.04 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by the Engineer, by issuing written supplemental instructions.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within seven (7) days.
- C. The Contractor may propose a change by submitting request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01340. No change will be allowed except under written approval and Notice of Change of the Engineer, verbal orders are not binding.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's estimated price quotation.
- E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change

SECTION 011900 CONTRACT CONSIDERATIONS

Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute Work under a Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

- F. Work Directive Change: The Engineer may issue a directive, on EJCDC C-940 Work Directive Change signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. The Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Change Order Forms: EJCDC C-941 Change Order.
- J. Execution of Change Orders: The Engineer will issue Change Orders for signature of parties as provided in the Conditions of the Contract

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION

**SECTION 012000
PROJECT MEETINGS**

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Owner/Engineer shall schedule and administer the preconstruction conference. The Owner/Engineer shall:
 - 1. Prepare the agenda for the meeting.
 - 2. Notify the parties required to attend meeting.
 - 3. Make physical arrangements for meeting.
 - 4. Preside at meeting.
 - 5. Record the minutes, including significant proceedings and decisions.
 - 6. Reproduce and distribute copies of minutes within seven (7) calendar days after the meeting to participants in the meeting and other parties.
- B. The Owner/Engineer may schedule and administer progress meetings, and specially called meetings throughout the progress of the work. The Owner/Engineer shall:
 - 1. Prepare agenda for meetings.
 - 2. Preside at meetings.
 - 3. Record the minutes, including significant proceedings and decisions.
 - 4. Reproduce and distribute copies of minutes within seven (7) calendar days after each meeting to participants in the meeting and other parties affected by decisions made at the meeting.
- C. The Contractor shall make physical arrangements for progress meetings. Representatives of Contractors, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. Attendance:
 - 1. Owner and/or representative.
 - 2. Resident project representative.
 - 3. Contractor's superintendent.
 - 4. Major Subcontractors.
 - 5. Major suppliers.
- B. Suggested Agenda:
 - 1. Distribution and discussion of major Subcontractors and suppliers;
 - 2. Projected construction schedules;
 - 3. Critical work sequencing;
 - 4. Major equipment deliveries and priorities;
 - 5. Project coordination;
 - 6. Designation of responsible personnel;
 - 7. Procedures and processing of field decisions, and proposal requests, submittals,

SECTION 012000 PROJECT MEETINGS

- change orders and application for payments;
- 8. Adequacy of distribution of Contract Documents;
- 9. Procedures for maintaining record documents;
- 10. Use of premises;
- 11. Office, work and storage areas;
- 12. Owner's requirements;
- 13. Construction facilities, controls and construction aids;
- 14. Traffic Maintenance Plan;
- 15. Temporary utilities;
- 16. Safety and first-aid procedures;
- 17. Security procedures;
- 18. Housekeeping procedures;
- 19. Place, date and time for regular progress meetings; and
- 20. Permit Compliance

1.03 PROGRESS MEETINGS

- A. Conduct scheduled progress meetings at place, dates and times agreed upon at Pre-Construction Conference.
- B. Conduct additional meetings on weekly or bi-weekly basis as the work dictates.
- C. Attendance:
 - 1. Engineer and his professional consultants as needed.
 - 2. Owner or representative, when required.
 - 3. Contractor's superintendent.
 - 4. Subcontractors as appropriate to the agenda.
 - 5. Suppliers as appropriate to the agenda.
- D. Suggested Agenda:
 - 1. Review approval of minutes of previous meeting;
 - 2. Review of work progress since previous meeting;
 - 3. Field observations, problems, and conflicts;
 - 4. Review of off-site fabrication, delivery schedules;
 - 5. Corrective measures and procedures to regain projected schedule;
 - 6. Revisions to construction schedule;
 - 7. Progress schedule during succeeding work period;
 - 8. Maintenance of quality standards;
 - 9. Pending changes and substitutions;
 - 10. Review submittal schedules; expedite as required; and
 - 11. Review proposed changes for effect on construction schedule, completion date and subcontracts.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

**SECTION 012000
PROJECT MEETINGS**

END OF SECTION

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SECTION 012100 TRAFFIC

PART 1.00 - GENERAL

1.01 TRAFFIC FLOW:

- A. All vehicles entering/exiting the construction site are to follow the route indicated on the attached image. Any deviation from this route must obtain prior approval from Mount Wachusett Community College.



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**SECTION 012500
MEASUREMENT AND PAYMENT**

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 - GENERAL

1.01 ADMINISTRATIVE SUBMITTALS

- A. Application for Payment: In accordance with General Conditions and as specified herein.
- B. Final Application for Payment: As specified herein.

1.02 APPLICATION FOR PAYMENT

- A. Reference the General Conditions.
- B. Submit 3 copies of each applications on EJCDC C-620 Application for Payment Form.
- C. For each item, provide a column for listing: Item Number, Description of Work, Scheduled Value, Previous Applications, Work in Place and Stored Materials under this Application, Authorized Change Orders, Total Completed and Stored to Date of Applications, Percentage of Completion, Balance to Finish, and Retainage.
- D. Present required information in typewritten form.
- E. Execute certification by signature of authorized officer and notary.
- F. Use data from approved Schedule F, Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.

1.03 List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.

- A. Prepare Application for Final Payment as specified in Section 01700-Contract Closeout

1.04 MEASUREMENT - GENERAL

- A. Reference the General Conditions for additional requirements on Unit Price Work.
- B. All unit prices which are specified for measurement by the linear foot (LF) shall be measured from the beginning to the termination point of the unit being measured.
- C. Units of measure shown on the Bid Form shall be as follows unless specified otherwise.

	<u>Method of Measurement</u>
CY	Cubic Yard-Field Measure by Engineer using the Average-End-Area Method to Calculate Volume
EA	Each-Field Count by Engineer
TON	Ton-Certified Truck Scale
LF	Linear Foot-Field Measure by Engineer

**SECTION 012500
MEASUREMENT AND PAYMENT**

LS	Lump Sum-Unit is one; no measurement will be made.
SF	Square Foot-Field Measured by Engineer
SY	Square Yard-Field Measured by Engineer

1.05 PAYMENT

- A. Progress payment requests shall be submitted monthly as specified in General Conditions.
- B. Payment for Lump Sum Work covers all personnel, equipment, materials, and incidentals required to furnish, install and/or complete the Work as specified, indicated, and directed as indicated in the Construction Documents for the following items.
- C. Payment for unit price items covers all personnel, equipment, materials, and incidentals required to furnish, install and/or complete the Work as specified, indicated, and directed as indicated in the Construction Documents.
- D. Payment for equipment, materials and labor for items not included on the Bid or described herein, shall be considered incidental and no separate payment will be made.

1.06 NON-PAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - 1. Loading, hauling, and disposing of rejected material.
 - 2. Quantities of material wasted or disposed of in manner not called for under the Contract Documents.
 - 3. Rejected loads of material, including material rejected after it has been placed by Contractor.
 - 4. Material not unloaded from transporting vehicle.
 - 5. Defective Work not accepted by the Engineer.
 - 6. Material remaining on hand after completion of Work.

1.07 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Final Payment will be made only for materials incorporated into the Work in the Contract; no partial payments shall be made for equipment or materials delivered but not used.

1.08 FINAL APPLICATION FOR PAYMENT

- A. Reference the General Conditions, and as may otherwise be required in the Contract Documents.
- B. Prior to submitting final application, make acceptable delivery of required documents.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 – EXECUTION

Not Used

**SECTION 012500
MEASUREMENT AND PAYMENT**

END OF SECTION

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Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$	
2. Net change by Change Orders	\$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	
5. RETAINAGE:		
a. ____ % x \$ _____ Work Completed	\$	
b. ____ % x \$ _____ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	
8. AMOUNT DUE THIS APPLICATION	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	

Progress Estimate

Contractor's Application

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
	Totals							

Contractor's Application

For (contract):						Application Number:				
Application Period:						Application Date:				
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
		Totals							

Last Modified: 06/25/2025 at 12:26PM EDT

SECTION 013100 CONSTRUCTION SCHEDULES

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 GENERAL

1.01 REQUIREMENTS INCLUDE

- A. At least seven (7) calendar days before the scheduled Pre-Construction Conference, prepare and submit to Owner/Engineer the initial construction schedule for the work, with sub-schedules, if required, of related activities which are essential to its progress.
- B. Submit revised progress schedules with the submission of each payment request.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
- B. Provide a separate horizontal bar for each item of work that matches the breakdown of the contract price toward which partial payments will be made to the Contractor.
- C. Horizontal Time Scale: Identify the first workday of each week.
- D. Minimum Sheet Size: 8-1/2 in. x 11 in. use larger sheets as needed.

1.03 CONTENT OF SCHEDULES

- A. Construction Progress Schedule: At a minimum, include the following:
 - 1. The name of the project and name and address of the Contractor.
 - 2. The name and address of the Owner.
 - 3. Date indicating the end of the construction period being reported.
 - 4. Legend showing a solid line representing estimated construction and a dotted line representing actual construction.
 - 5. Starting and completion dates of the contract.
 - 6. Projected percentage of completion for each item, as of the first day of each month.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples: Show the following:
 - 1. The dates for Contractor's submittals.
 - 2. The dates reviewed submittals will be required from the Engineer.

1.04 MONTHLY PROGRESS REPORTS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope;
 - 2. Activities modified since previous submission;

**SECTION 013100
CONSTRUCTION SCHEDULES**

3. Revised projections of progress and completion;
 4. Other identifiable changes;
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
 2. Corrective action recommended, and its effect.
 3. The effect of changes on schedules of other prime Contractors.

1.05 SUBMISSIONS

- A. Submit initial schedule at least five (5) calendar days before the scheduled Pre-Construction Conference.
1. Owner will review schedule prior to the scheduled Pre-Construction Conference.
 2. If required, resubmit within seven (7) calendar days after return of reviewed copy.
- B. Submit revised progress schedules with each application for payment.
- C. Submit the number of opaque reproductions which the Contractor requires, plus three (3) copies which will be retained by the Engineer.

1.06 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to job site file
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION

SECTION 013400 SUBMITTALS

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Conditions of Contract, and Division-I Specification Sections, apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

- A. This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to expand and coordinate the information contained in the Contract Documents.
- B. Refer to other Division-I sections and other Contract Documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:
 - 1. Permits.
 - 2. Written consents.
 - 3. Manifests
 - 4. Payment applications.
 - 5. Performance and payment bonds.
 - 6. Insurance certificates.
 - 7. Inspection and test reports.
 - 8. Progress reports.
 - 9. Listing of Subcontractors.
 - 10. Construction schedules.
- C. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:
 - 1. Fabrication and installation drawings.
 - 2. Coordination drawings (for use on-site).
 - 3. Schedules.
 - 4. Design mix formulas.
- D. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:
 - 1. Manufacturer's product specifications and installation instructions.
 - 2. Catalog cuts sheets
 - 3. Roughing-in diagram and templates.
 - 4. Standard wiring diagrams.
 - 5. Printed performance curves.

SECTION 013400 SUBMITTALS

- 6. Operational range diagrams.
- E. Samples are physical examples of work, including but not limited to the following items:
 - 1. Partial sections of manufactured or fabricated work.
 - 2. Small cuts, containers or samples of materials.
 - 3. Complete units of repetitively-used material
- F. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the previous categories, including, but not limited to the following:
 - 1. Specially-prepared and standard printed warranties.
 - 2. Project photographs.
 - 3. Testing and certification reports.
 - 4. Record drawings.
 - 5. Field measurement data.
 - 6. Keys and other security protection devices.

1.03 SUBMITTAL PROCEDURES

- A. Refer to the General Conditions for basic procedures for submittal handling.
- B. Coordinate the preparation and processing of submittals with the performance the work. Coordinate each separate submittal with other submittals and related activities such testing, purchasing, fabrication, delivery and similar activities that require sequential activity.
- C. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Engineer's need to review a related submittal. The Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.
- D. Scheduling: In each appropriate administrative submittal, such as the progress schedule, show the principal work-related submittals and time requirements for coordination of submittal activities with related work.
- E. Coordination of Submittal Times: Prepare and transmit each submittal to the Engineer sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Engineer's need to review submittals concurrently for coordination.
- F. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Engineer on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.
 - 1. Allow seven (7) calendar days for the Engineer's initial processing of each submittal and a longer time period where processing must be delayed for

SECTION 013400 SUBMITTALS

coordination with submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

2. Allow five (5) calendar days for reprocessing each submittal.
3. No extension of time will be authorized because of the Contractor's failure submittals to the Engineer sufficiently in advance of the work.

G. Submittal Preparation: Mark each submittal with a permanent label for identification with the following information on the label for proper processing and recording of action.

1. Project name;
2. Date;
3. Name and address of Owner;
4. Name and address of Contractor;
5. Name and address of supplier;
7. Name of manufacturer;
8. Number and title of appropriate specification section;
9. Drawing number and detail references, as appropriate;
10. Similar definitive information as necessary; and
11. Provide a space on the label for the Contractor's review and approval markings, and a space for the Engineer's marking.

1.04 SUBMITTAL REVIEW

- A. Contractor Review: Stamp of approval indicates to Owner and Engineer that all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data have been determined and verified, and that each submittal has been reviewed or coordinated with requirements of work and Contract Documents.
- B. No portion of Work requiring shop drawings shall be started or any materials be fabricated, delivered to site, or installed prior to approval of such items. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at Contractor's risk. Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- C. Project work, materials, fabrications, and installation shall conform to approved shop drawings.

1.05 SPECIFIC SUBMITTAL REQUIREMENTS

A. Miscellaneous Submittals:

1. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
2. Survey Data: Provide copies of all survey data collected for property surveys,

SECTION 013400 SUBMITTALS

field measurements, quantitative records of actual work, damage surveys and similar data required by the individual sections of these specifications. None of the specified copies will be returned.

3. Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Engineer's use. Where workmanship, whether at the project site or elsewhere, is governed by a standard, furnish additional copies of the standard to installers, Owner's field representative, and others involved in the performance of the work.
4. Closeout Submittals: Refer to Section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
5. Record Documents: Furnish set of original documents as maintained on the project site.
6. General Distribution: Provide additional distribution of submittals to Subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.06 ENGINEER'S ACTION

- A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Engineer will review each submittal, mark with appropriate "Action", and return within seven (7) calendar days of receipt. Where the submittal must be held for coordination the Engineer will so advise the Contractor without delay.
- B. Action Stamp: The Engineer will stamp, sign and date each submittal copy to be returned to Contractor and indicate disposition of each submittal.
- C. Engineer Review:
 1. Engineer's review of submitted drawings and data will cover only general conformity to drawings and specification, external connections, and dimensions which affect layout.
 2. Engineer's review does not indicate thorough review of all dimensions.
 3. Engineer's review of submittals does not relieve Contractor's responsibility for errors, omissions, or deviations, nor responsibility for compliance with Contract Documents.

1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Engineer and resubmit until they are accepted by the Engineer.

**SECTION 013400
SUBMITTALS**

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION

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SECTION 014000
QUALITY CONTROL/ QUALITY ASSURANCE

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 – GENERAL

1.01 SECTION INCLUDES

- A. Quality Control that the Contractor will perform during the performance of this work.
- B. Quality Assurance that the Owner will perform during the performance of this work.

1.02 SUBMITTALS

- A. Submit Quality Control Plan to the Engineer at least two (2) calendar days before starting work which includes the following information:
 - 1. Statement and description of Contractor's overall Quality Control (QC) program as described below. Each Sub-contractor shall submit a separate QC program applicable to their scope of work to the Contractor.
 - 2. Procedures to be used in obtaining field samples of materials except where required for submittal under other sections.
 - 3. Name, qualifications, and prior experience of inspection and testing laboratories that Contractor proposes for Engineer's consideration.

1.03 QUALITY CONTROL (QC) PROGRAM

- A. Formulation, Submission, Details and Acceptance of Plan:
 - 1. The plan shall identify personnel, and establish procedures, instructions, records, and forms to be used. If Contractor fails to submit an acceptable QC Plan, the Engineer will refuse to allow construction to start.
 - 2. The Contractor's QC Plan shall include as a minimum, the following:
 - a. A description of the Contractor's QC organization, including chart showing lines of authority.
 - b. The name, qualifications, responsibilities, and authority of each person assigned to the Contractor's QC function.
 - c. Procedures for scheduling and managing submittals, including those of Subcontractor, fabricators, suppliers, and purchasing agents.
 - d. Control procedures to be promulgated.
 - e. Control testing procedures for each specific test, including field sampling.
 - f. Reporting procedures including proposed reporting formats.
 - 3. Acceptance of Plan: Acceptance of the Contractor's plan by the Engineer is required prior to the start of construction. Acceptance is conditional, and its continuation will depend on satisfactory performance by the Contractor during construction. The Engineer reserves the right to require the Contractor to make changes in the Contractor's QC Plan and operations as necessary to obtain the quality specified, at no additional cost to the Owner.

SECTION 014000
QUALITY CONTROL/ QUALITY ASSURANCE

4. Notification of Changes: After acceptance of the Contractor's QC Plan, the Contractor shall notify the Engineer in writing of any proposed change. The proposed changes will be subject to acceptance by the Engineer.

B. Implementation of QC Plan:

1. Comply with the highest industry standards except when specified requirements indicate more rigid standards, or more precise workmanship is required. Provide personnel to produce work of specified quality. Secure, protect, and maintain products and Work completed or in progress from damage during the progress of remaining Work.
2. Preparatory Inspection: This shall be performed prior to beginning any segment of Work. It shall include a review of Contract requirements; a check to assure that all materials and or equipment are on hand, and have been tested, samples submitted and approved; a check to assure that provisions have been made to do required control testing; examination of the work has been completed; and a physical examination of materials, equipment and sample work to assure that they conform to approved shop drawings or submittal data. Contractor shall instruct each Subcontractor contributing work as to the acceptable level, of workmanship required in the Contractor's QC Plan in order to meet Specifications.
3. Initial Inspection: This shall be performed as soon as a representative portion of a particular segment of Work has been accomplished, and shall include examination of the quality of workmanship and materials, a review of control testing for compliance with Contract requirements, and inspection for omissions and dimensional requirements.
4. Follow-up Inspections: These shall be performed regularly to assure continuing compliance with Contract requirements, including control testing, until Completion. Final follow-up inspections shall be conducted and deficiencies corrected prior to final acceptance of segments of Work.
5. Tests: Provide a list of QC tests, and the frequency of their performance, which the Contractor understands he is to perform, and on which he is to submit reports and shall satisfy the requirements herein.
6. Prompt turn-around is required for all analyses, so as not to jeopardize the project schedule.
7. The Contractor shall submit list of tests, and frequency of performance, as a part of the Contractor's QC Plan, to the Engineer. The list shall give the test name, Specification Paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The Contractor shall perform the following activities:
 - a. Verify that testing procedures comply with Contract requirements.
 - b. Verify that facilities and testing equipment are available and comply with testing standards.

SECTION 014000
QUALITY CONTROL/ QUALITY ASSURANCE

- c. Check test instrument calibration data against certified standards.
 - d. Verify that recording forms, including all of the test documentation requirements, have been prepared.
8. Testing for Laboratory Capability:
- a. Capability Check: Engineer shall have the right to check laboratory equipment in proposed laboratories for compliance with testing procedures.
 - b. Capability Rechecks: If the selected laboratory(ies) fails the capability check the Contractor shall be assessed actual costs to reimburse the Engineer for each succeeding recheck of the laboratory or the checking of a subsequently-selected laboratory.
9. The Contractor shall maintain records of QC operations and tests performed including the Work of suppliers and Subcontractors. These records shall be on an acceptable form and shall include a description of the trades working on the project, the number of personnel working, weather conditions encountered, and delays encountered, and acknowledgement of deficiencies noted along with corrective actions taken on current or previous deficiencies. Additionally these records shall include evidence that required activities or tests have been performed, including but not limited to the following:
- a. Type and number of control activities and tests performed.
 - b. Results of control activities or tests, including nature of any defects, causes for rejection, and other information related to deficient features.
 - c. Proposed remedies and accomplished corrections.
 - d. These records shall cover both conforming and defective features, and shall include a statement that supplies and materials incorporated in the Work comply with the Contract requirements. Legible copies of these records shall be submitted to the Engineer.
 - e. Notification of Noncompliance: Engineer will notify the Contractor or his designated representative of any observed noncompliance with requirements of this Section. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken.

1.04 QUALITY ASSURANCE (QA) PROGRAM

- A. In general, QA testing will be performed at a frequency equal to about 10 percent of the QC testing frequency or as directed by the Engineer.

1.05 WEIGHTS AND MEASURES

- A. The Contractor shall weigh and measure its own materials.
- B. Give one copy of each delivery's weight or measurement to Engineer prior to stockpiling or storage.

1.06 REFERENCE STANDARDS

- A. Where reference to an industry standard does not include a date of issue, conform to issue current as of date of Contract Documents.

SECTION 014000
QUALITY CONTROL/ QUALITY ASSURANCE

- B. Where reference to an industry standard includes a date of issue, conform to issue current as of the, date specified.

1.07 INSPECTION AND TESTING LABORATORIES

- A. Independent testing laboratories shall perform inspections, tests, and other services specified individual specification sections, the Contractor's Quality Control Plan, and as required for QA by the Engineer.
- B. Reports and test results shall be submitted by the independent testing laboratory directly to the Owner, indicating observations and results of tests and indicating compliance or noncompliance with the requirements of the specifications.
- C. Contractor shall provide access to the work and fully cooperate with laboratory firms. Notify Owner at least 48 hours prior to expected time when work is ready for inspection, sampling, or testing, if not otherwise specified for the particular work to be tested.
- D. Retesting required due to nonconformance to specified requirements shall be performed by the same independent testing laboratories on instructions from the Engineer. Retesting costs shall be borne by the Contractor and will not be applied to any unit price items.

PART 2.00 - PRODUCTS

3.01 MATERIALS

- A. See applicable Specification Sections for types of material and equipment used on this project.

PART 3.00 - EXECUTION

3.01 PRECONSTRUCTION TESTING

- A. Prior to construction, identify sources for soil, rock, and test samples of each material from each source to determine whether they meet the required material specifications.
- B. All material evaluation tests shall be performed by the independent testing laboratory retained by the Contractor and approved for use by the Engineer.

3.02 CONSTRUCTION TESTING

- A. Document all tests.
- B. Further material testing may be necessary if alternative sources of material are required during construction or, if based on visual inspection during delivery to the site, it appears that a material change (color, grain size, plasticity) has occurred. Additional source testing due to change of material shall be borne by the Contractor and will not be applied to any unit price items.

SECTION 014000
QUALITY CONTROL/ QUALITY ASSURANCE

- C. Questions concerning the accuracy of any single test shall be addressed by retesting.

3.03 QC TESTING FREQUENCY

- A. All QC testing shall be conducted in accordance with the Contractor's QC Plan and Contract Documents. Documentation and reporting of test results shall be the responsibility of the Contractor.
- B. Testing frequencies for material evaluation and construction quality evaluation shall be in accordance with the Contract Documents.
- C. Sampling locations shall be approved by the Engineer.
- D. A special testing frequency shall be used at the discretion of the Engineer when visual observations of construction performance indicate a potential problem. Additional testing for suspected areas shall be considered when: Materials appear substantially different from those specified and as directed by the Engineer.
- E. During construction, the frequency of testing may also be increased in the following situations:
 - 1. Adverse weather conditions
 - 2. Breakdown of equipment
 - 3. Material fails to meet specification

3.04 QA TESTING FREQUENCY

- A. In general, QA testing will be performed at a frequency equal to about 10 percent of the QC testing frequency or as directed by the Engineer.

3.05 DEFICIENCIES

- A. If a defect is discovered, the Contractor shall immediately determine the extent and nature of the defect.
 - 1. If the defect is indicated by unsatisfactory test results, the Contractor shall determine the extent of the deficient area by additional tests, observations, a review of records, or other means that the Contractor deems appropriate. Costs for additional testing shall be borne by the Contractor and not applied to any unit price items.
 - 2. If the defect is related to adverse site conditions, such as overly wet soils or surface desiccation, the Contractor shall define the limits and nature of the defect.
- B. After determining the extent and nature of a defect, the Contractor shall notify the Engineer and schedule for defect repair and retesting.
- C. The Contractor shall correct the deficiency to the satisfaction of the Engineer. If the project specification criteria cannot be met, or if unusual weather conditions hinder work, then the Contractor shall develop and present to the Engineer suggested solutions for

SECTION 014000
QUALITY CONTROL/ QUALITY ASSURANCE

his approval.

- D. All retests by the Contractor must verify that the defect has been corrected before any additional work is performed by the Contractor in the area of the deficiency. The Contractor shall also verify that all installation requirements are met and that all required submittals are provided.

END OF SECTION

SECTION 015001 TEMPORARY CONSTRUCTION FACILITIES

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Conditions of Contract, and Division-I Specification Sections, apply to work of this section.

1.02 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain temporary construction facilities required for construction, as specified herein, and remove at completion of work. Section includes but is not limited to requirements for: Field offices, Miscellaneous construction facilities and Temporary utility connections.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with all Federal, State and Local Codes, Laws, Ordinances, and Regulations and with utility's company requirements.

1.04 SUBMITTALS

- A. Submit drawings within five (5) calendar days of starting work to Engineer for approval, showing layout, furnishings, and facilities of field office trailer and information concerning how Contractor proposes to furnish utilities.

1.05 JOB CONDITIONS

- A. Scheduled Uses: Provide temporary construction facilities at the site; and maintain, expand and modify facilities as needed throughout the construction period.
- B. Conditions of Use: Operate, maintain, control and protect support facilities in a manner which will prevent fire, hazardous exposures, health problems, unsanitary conditions, pollution, contamination, discomfort to users, flooding, freeze-up, interference with construction work, public nuisances and similar deleterious effects.
- C. The Owner is not responsible for damage to any or all facilities due to severe natural occurrences, vandalism, or negligence on the part of the Contractor. The Contractor shall take all necessary precautions to protect and deter potential theft and vandalism within the construction site.

1.06 COSTS

- A. Include all costs associated with furnishing, installing and removing Contractor's field

SECTION 015001 TEMPORARY CONSTRUCTION FACILITIES

offices, and providing all utilities, equipment, furnishings, services, maintenance, and removal as part of lump sum bid for General Conditions.

- B. Include all costs for providing continuous electric, water, sewer and heating/air conditioning to offices throughout construction period.

PART 2.00 - PRODUCTS

2.01 MATERIALS GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- B. Coordinate interruptions of permanent utilities with utility companies and affected users.
- C. Contractor's Office:
 - 1. The Contractor shall provide its own field offices and such other temporary housing as it may need for storage or fabrication purposes and completely remove at the completion of the work.
 - 2. Provide storage space for all shop drawing submittals, project samples, field laboratory test data and analyses, and other project related information.

PART 3.00 EXECUTION

3.01 INSTALLATION OF SUPPORT FACILITIES

- A. General: Use qualified tradesmen for installation of support facilities. Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during course of the work, to properly accommodate entire work of project. Locate field offices for easy access to construction work, and positioned so that windows give view of construction activities. Provide a reasonably neat and uniform appearance in support facilities, acceptable to Engineer, and to Owner.
- B. Maintain and operate temporary utility systems to assure continuous service.

3.02 INSTALLATION

- A. Contractor's Office:
 - 1. Install office at or near site of work. Office to be headquarters of authorized representative to receive drawings, instruction or other communication or articles.
 - 2. Contractor to keep copies of drawings, specifications and other Contract Documents at office at site of work and make readily available for Owner or Owner's representative's use at all times.

**SECTION 015001
TEMPORARY CONSTRUCTION FACILITIES**

- B. Connect field offices to temporary utilities as required. Include backfill to connect electric, water and sewer utility lines; if applicable, insulate and heat the water and sewer lines to the extent necessary to prevent freezing. All sewer, water, and electric services shall be continuously connected, as needed and in proper working order.

3.03 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Upon completion of work of all trades and before final acceptance of entire project, each trade shall remove, at it's own expense, all wiring, appurtenances and accessories used in performance of its respective work.
- C. Temporary sheds, utilities, barricades, signs, and other appurtenances related to prosecution of the work and not incorporated in the permanent construction shall be completely removed from the site prior to acceptance of work by Owner.

END OF SECTION

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SECTION 015100 TEMPORARY UTILITIES

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Conditions of Contract, and Division 1 Specification Sections, apply to work of this section.

1.02 REQUIREMENTS INCLUDED

- A. Furnishing, installing, and maintaining temporary utilities to support construction including as required by the Contractor including: Electric and Lighting, Heating and Ventilation and Water.
- B. Furnishing, installing, and maintaining sanitary facilities to support construction.

1.03 TEMPORARY ELECTRICITY AND LIGHTING

- A. Provide all power for heating, lighting, operation of equipment, or for any other required use. Pay costs for service and for power used.
- B. Install required equipment so that power and lighting is available throughout construction by use of construction-type power cords.
- C. Provide artificial lighting for areas of work when natural light is not adequate for work, and for areas accessible to public.
- D. Furnish all extension cords, sockets, lamps, motors and accessories for work. Ground all outlets.
- E. All temporary wiring, service equipment and accessories thereto installed shall be removed at expense of Contractor after serving its purpose.
- F. Contractor is required to pay for replacement of all lamps broken and/or removed from premises during construction period and until date of substantial completion of work and written acceptance by Owner.

1.04 TEMPORARY HEATING AND VENTILATION

- A. Provide temporary heating when temperature falls below 50 deg. F and as otherwise required to:
 - 1. Maintain working conditions acceptable to Engineer.
 - 2. Protect all work, materials, and equipment against damage from dampness or

SECTION 015100 TEMPORARY UTILITIES

- cold.
- 3. Dry out structures.
- 4. Maintain proper conditions for installation and curing of materials.
- B. Ensure that heating equipment and fuels are compatible for particular purpose and include safety devices in accordance with industry standards.
- C. Do not use combustion type heaters without proper venting nor in areas where such equipment might introduce a hazard.
- D. Ensure that all enclosed areas are ventilated (using forced-draft equipment when necessary) as required to maintain proper conditions for personnel and work, and to avoid any accumulation of hazardous dust or fumes.
- E. Pay costs associated with furnishing, installing, maintaining, operating, and removing of heating and ventilation equipment.

1.05 TEMPORARY WATER

- B. Furnish all water required for and in connection with work to be done under this Contract.
- C. Pay costs associated with furnishing, installing, maintaining, operating, and removing of water-related equipment.

1.06 TEMPORARY SANITARY FACILITIES

- A. Furnish temporary sanitary facilities at site for needs of all construction workers and others performing work or furnishing services on project.
- B. Ensure that sanitary facilities are:
 - 1. Of a capacity acceptable to Engineer.
 - 2. Maintained throughout construction period.
 - 3. Obscured from public view to greatest extent possible and secured to prevent vandalism.
- C. Furnish at least one toilet for each 15 workers if toilets of chemically treated type are used.
- D. Service, clean, and maintain facilities and enclosures.
- E. Enforce use of such sanitary facilities by all personnel at site.
- F. Pay costs associated with furnishing, installing, maintaining, operating and removing sanitary facilities.

PART 2.00 - PRODUCTS

**SECTION 015100
TEMPORARY UTILITIES**

Not Used

PART 3.00 - EXECUTION

Not Used

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SECTION 016000 MATERIAL AND EQUIPMENT

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and Equipment Incorporated into the Work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically reviewed by the Engineer.
- B. Manufactured and Fabricated Products:
 - 1. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
- C. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically reviewed by Engineer.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 MANUFACTURER'S INSTRUCTIONS

- A. When the Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation.
- B. Maintain one set of complete instructions at the job site during installation and until completion.
- C. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
- D. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
- E. Do not proceed with work without clear instructions.
- F. Perform work in accordance with manufacturer's instructions. Do not omit any

SECTION 016000 MATERIAL AND EQUIPMENT

preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

1.03 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site and also when two or more trades, Contractors, or suppliers are involved.
- B. Transport all materials and equipment on legally approved conveyances as required or recommended by the respective manufacturer or supplier
- C. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
- D. Receive and handle all materials and equipment, at the project site, by conveyances or methods as recommended by the respective manufacturer or supplier to prevent damage to products.
- E. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and reviewed submittals, and that products are properly protected and undamaged.
- F. Remove from the site any material or item of equipment damaged during the transportation or handing process, and immediately replace at no additional cost to the Owner.

1.04 STORAGE AND PROTECTION

- A. Store products in accordance with the manufacturer's instructions, with seals and labels intact and legible.
- B. Store products subject to damage by the elements in weather tight enclosures.
- C. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- D. Maintain all storage areas in a clean and orderly condition at all times.

1.05 EXTERIOR STORAGE

- A. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
- B. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

**SECTION 016000
MATERIAL AND EQUIPMENT**

- C. Replace any material or item of equipment damaged, due to inadequate storage protection, and immediately replace at no additional cost to the Owner.

1.06 PROTECTION AFTER INSTALLATION

- A. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.07 CERTIFICATES OF CONFORMANCE AND MANUFACTURE

- A. In addition to other requirements specified herein, the Contractor shall furnish to the Engineer, certificates of conformance and manufacture that all materials and/or equipment to be furnished under this contract meet the specification requirements. When directed, each shipment of material shall be accompanied by the manufacturer's certificates of conformance and manufacture. Unless otherwise specifically specified, all testing of materials shall be provided by the Contractor at no additional expense to the Owner.
- B. Each manufacturer's certificate shall be endorsed or accompanied by the Contractor's certificate that the material certified by the manufacturer will be the material incorporated in the work

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION

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SECTION 017000
ABBREVIATIONS, SYMBOLS AND DEFINITIONS

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 – GENERAL

1.01 STANDARD SPECIFICATION

- A. Wherever a reference is made to any standard specifications, it shall mean the most recent specification, code, standard or tentative specification of the organization referred to, and these standard specifications shall be considered a part of these Contract Documents to the extent indicated. Abbreviations which may be used refer to the following organizations:

1. AA	Aluminum Association
2. AAMA	Architectural Aluminum Manufacturers Association
3. AASHTO	American Association of State Highway and Transportation Officials
4. ACI	American Concrete Institute
5. AISC	American Institute of Steel Construction
6. AISI	American Iron and Steel Institute
7. ANSI	American National Standards Institute
8. ASTM	American Society for Testing and Materials
9. AWS	American Welding Society
10. NFPA	National Fire Protection Association
11. OSHA	Occupational Safety and Health Administration
12. PTI	Post-Tensioning Institute
13. USACE	United States Army Corps of Engineers
14. UL	Underwriter's Laboratory

1.02 DEFINITIONS

- A. A substantial amount of specification language consists of definitions of terms found in other Contract Documents, including the drawings. Certain terms used in Contract Documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

- B. Owner of the Dam. The Owner referred to in the Contract Documents shall be understood to mean any or all of the following entities or agencies:

Mount Wachusett Community College

- C. Engineer: Refers to the engineer of record, Haley & Aldrich, Inc.

- D. Regulatory Agencies: Refers to the following agencies having jurisdiction over all or part of the work:

1. City of Gardner Conservation Commission
2. Massachusetts Department of Environmental Protection
3. Massachusetts Office of Dam Safety

SECTION 017000
ABBREVIATIONS, SYMBOLS AND DEFINITIONS

4. US Army Corps of Engineers

- E. Work Refers to all construction activities associated with the improvements specified in the Contract Documents and specified herein.

PART 2.00 - PRODUCTS

Not Used

PART 3.00- EXECUTION

Not Used

END OF SECTION

SECTION 017710 CONTRACT CLOSEOUT

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF
CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in conditions of the contract and in specifications for administrative procedure in closing out the work.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers the work is substantially complete, he shall submit the following to the Owner:
 - 1. A written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Owner will review the work to determine the status of completion.
- C. Should Owner determine that the work is not substantially complete:
 - 1. Owner will promptly notify the Contractor in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the work, and send out another written notice of substantial completion to the Owner.
 - 3. Owner will again review the work.
- D. When Owner concurs that the work is substantially complete, he will:
 - 1. Prepare a certificate of substantial completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Owner.
 - 2. Submit the certificate to Contractor and manufacturer for their written acceptance of the responsibilities assigned to them in the certificate.

1.03 FINAL REVIEW

- A. When Contractor considers the work is complete, he shall submit written certification that:
 - 1. Contract documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final review.

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- B. Owner will make final review to verify the status of completion with reasonable promptness after receipt of such certification. Final review shall include operation of the gates.
- C. Should Owner consider that the work is incomplete or defective:
 - 1. Owner will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send out another written certification to Owner that the Work is complete.
 - 3. Owner will again review the Work
- D. When the Owner finds that the Work is acceptable under the Contract Documents and that all punch list items have been accomplished to his satisfaction, he shall request the Contractor to make closeout submittals.

1.04 FEES FOR ADDITIONAL REVIEWS

- A. Should Owner perform additional reviews due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Owner will be compensated for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

- A. Operating and Maintenance Data:
 - 1. Instruct the Owner's personnel with regard to equipment, systems and operating specialties which are installed as part of this project.
 - 2. Submit survey as-built plans of completed work stamped by a registered land surveyor.
 - 3. Submit brochures indicating operating instructions and maintenance schedules for all equipment, systems, operating devices and specialties, as specified in Section 01340, SUBMITTALS.
 - 4. Submit detailed maintenance methods and schedules for all materials and equipment provided in this project, as specified in Section 01340, SUBMITTALS.
- B. Warranties, Guarantees, and Bonds:
 - 1. In addition to the Warranty and Guarantee Requirements of the General Conditions, provide all other guarantees, bonds, affidavits and certifications required throughout the specifications.
- C. Spare parts and maintenance materials for Owner.
- D. Contractor's affidavit of payment of debts and claims.

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- E. Contractor's affidavit of release of liens.
- F. Consent of surety to final payment.
- G. Certificate of insurance for products and completed operations.
- H. Project Record Drawings

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Owner.
- B. Statement shall reflect all adjustments to the contract sum:
 - 1. The original contract sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Deductions for liquidated damages.
 - f. Deductions for re-inspection payments.
 - g. Other adjustments.
 - 3. Total contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Owner will prepare a final change order reflecting approved adjustments to the contract sum which were not previously made by change orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the General Conditions.

PART 2.00 - PRODUCTS

Not Used

PART 3.00- EXECUTION

Not Used

**SECTION 017710
CONTRACT CLOSEOUT**

END OF SECTION

**SECTION 017720
PROJECT RECORD DOCUMENTS**

NOTE: THE CONTENTS OF THIS SPEC SECTION TAKE PRECEDENCE IN PLACE OF
CONFLICT WITH OTHER SPEC SECTIONS.

PART 1.00 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change orders and other modifications to the contract
 - 5. Engineer field orders or written instructions
 - 6. Reviewed shop drawings, product data and samples
 - 7. Field test records
- B. The Contractor will be required to furnish, at no additional expense to the Owner, the services of a Land Surveyor registered in the state where the project is located and under whose direction shall be obtained and recorded all surveys, measurements and such other data required for the determination of the as-built records of the construction of all site work.
- C. The Contractor shall complete an As-Built survey of the site upon completion of the work, stamped by a registered Land Surveyor, and submit the As-Built survey to the Owner and Engineer for review prior to final payment to the Contractor.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
- B. Make documents and samples available at all times for inspection by Engineer and Owner.

1.04 RECORDING

- A. Label documents "Project Record" in neat large printed letters.
- B. Record information concurrently with construction progress.
- C. Do not conceal any work until required information is recorded.
- D. Drawings: Principal dimensions, elevations and other data, as required, shall be recorded for all work, such as:

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PROJECT RECORD DOCUMENTS**

1. Deviations of any nature made during construction.
 2. Location of underground utilities.
 3. Field changes of dimension and detail.
 4. Changes made by field order or by change order.
 5. Details not on original contract drawings.
- E. The marked-up prints shall be inspected weekly by the Owner and shall be corrected immediately if found either inaccurate or incomplete.
- F. Specifications and Addenda: Legibly mark each section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by field order or by change order.

1.05 FINAL MEASUREMENTS

- A. The Contractor shall provide qualified personnel and equipment for taking final measurements for quantities and record documents.

1.06 RECORD DRAWINGS

- A. At the completion of the project, the record prints shall be submitted to the Owner for final review and comment.
- B. The Contractor shall correct, amplify and do all other work as may be required by the Owner to complete the drawings in a manner satisfactory to the Owner and at no additional cost to the Owner.
- C. The Contractor shall complete an As-Built survey of the site upon completion of the work, stamped by a registered Land Surveyor, and submit the As-Built survey to the Owner and Engineer for review prior to final payment to the Contractor.

1.07 SUBMITTAL

- A. At contract close-out, deliver record documents to the Owner.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 – EXECUTION

Not Used

END OF SECTION

SECTION 31 12 00 DEMOLITION

PART 1 - GENERAL

- 1.1. **DESCRIPTION OF WORK.** Work under this Section shall include but not limited to furnishing all labor, materials and equipment required for site/ vegetation clearing, demolition and removal from the site of items shown on the plans.
 - A. **Debris.** Debris encountered within areas to be demolished, excavated, filled or regraded shall be separated from soil excavation and disposed legally off-site.
 - B. **Vegetation Clearing.** Remove vegetation at locations shown on the drawings to facilitate the work. Areas of limited/ selected vegetation removal shall be walked with the Owner and Contractor to selectively remove minimum required vegetation to facilitate the work.
 - C. **Selective Tree Removal.** Contractor shall selectively remove trees to limits shown on the drawings.
 - D. Contractor shall complete the work in full compliance with Permits issued for the project including the Order of Conditions issued by the Gardner Conservation Commission.

PART 2 - PRODUCTS

- 2.1. **GENERAL**
- 2.2. Equipment, machinery and apparatus used to perform the work of this section may be used as chosen at the Contractor's discretion, but which will perform the work within the limits of the Contract requirements without causing any damage to adjacent items, structures, and areas. Work shall not impact wetland resource areas outside the work area.

PART 3 - EXECUTION

- 3.1. **GENERAL**
- 3.2. Care shall be taken during the removal of all items to prevent damage to any part of the site.
- 3.3. All materials resulting from structure demolition shall become the property of the Contractor.
- 3.4. Dispose of remaining debris from structure demolition removal off site in accordance with all applicable laws, rules and regulations.
- 3.5. Contractor shall complete the work in full compliance with Permits issued for the project including the Order of Conditions issued by the Gardner Conservation Commission.

**SECTION 31 12 00
DEMOLITION**

PART 4 – MEASUREMENT AND PAYMENT

- 4.1. MEASUREMENT: Measurement of Demolition will not be measured but will be paid for under the Contract Lump Sum Price for Demolition.
- 4.2. PAYMENT: Payment of Demolition will be paid on a lump sum basis.
- 4.3. PAY ITEMS: 311200.1 Demolition Lump Sum

END OF SECTION

SECTION 31 23 00 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work of this section shall include the following:
- B. Excavate, backfill, compact, and grade the site to the grades shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown on the Drawings.
- C. Install sedimentation control barrier including staked haybales with silt fence at locations shown on the Contract Drawings and in accordance with the project Order of Conditions issued by the Gardner Conservation Commission. Install and maintain sedimentation control barriers in accordance with all applicable local, state and federal regulations.
- D. Contractor shall maintain an orderly and clean site. Sedimentation control is an important part of this project and will be enforced. Contractor shall maintain sediment within the work zone and inspect and clean sedimentation control barriers as needed.
- E. Sediment shall not be allowed to leave the site, including by truck travel exiting the site.
- F. Contractor shall employ a sediment control plan and means, labor, equipment and materials to keep sediment from leaving the site including onto Kelton Street. The site entrance at Kelton Street shall be kept clean at all times.
- G. The Contractor shall not use the paved path adjacent to (and east of) the campus tennis courts. The pavement is not suitable for construction equipment or traffic.
- H. Remove from the site all excess material.
- I. Use sufficient labor and equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.
- J. Over-excavation may be required below subgrade elevation to remove topsoil, organic and compressible soils. The Contractor shall be prepared to excavate as needed, if required, as directed by the Engineer, to remove topsoil, organic and compressible soils.
- K. Soil stockpiles shall be covered with polyethylene sheeting at all times.
- L. All placement and filling of soils shall be completed in controlled, horizontal lifts and each lift shall be compacted to the requirements herein.

1.02 SITE CONDITIONS

A. Environmental Requirements

- 1. Perform all work in the dry except where work is specifically allowed to be

SECTION 31 23 00 EARTHWORK

performed in the wet in the Contract Documents.

2. Do not perform excavation, backfilling or compacting when weather conditions or the conditions of materials are such, in the opinion of the Engineer that work cannot be performed satisfactorily.
3. Do not use frozen material as backfill nor wet materials containing moisture in excess of the amount necessary for satisfactory compaction. Do not backfill soil against, or on, frozen soils. Do not backfill soil when the air temperature is below 32 degrees Fahrenheit. Do not backfill soil when the temperature is sufficient to cause freezing.
4. Plan work so as to provide adequate protection during storms with provisions available for preventing flood damage.
5. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site. Provide effective dust control by sprinkling water or other method approved by the Engineer.

B. Accommodation of Traffic

1. Do not obstruct streets, roads or highways outside the site in performance of the work of this Section.
2. The public shall be protected from the work with suitable barriers including temporary fencing, caution tape, traffic cones or barrels or other items. A physical barrier shall be installed to prevent the general public from falling into the work area.
3. Employ traffic control measures of the type acceptable to local and state regulations, and to the Town.

C. Utilities

1. Unless shown to be removed, protect all utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
2. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure instructions before proceeding.

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D. Protection of Persons and Property

1. Barricade open holes and depressions occurring as part of this Work, and post warning tape or barriers on property adjacent to or with public access.
2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.

E. Dewatering

1. Remove all water, including rain water, encountered in excavations to an approved location by pumps, drains, or other approved methods. Refer to Control of Water.

1.03 SITE PREPARATION AND EROSION CONTROL

- A. All work areas including disturbed areas shall be protected from erosion by using baled hay and silt fence barriers, as shown on the Drawings. The Contractor shall install erosion control as indicated on the Drawings. The Contractor shall maintain the erosion control devices throughout their use, replace them as necessary when they are no longer functional, and remove and dispose the erosion control barriers once the protected areas are stabilized with final materials. The Contractor shall remove sedimentation at erosion control locations throughout the site during the duration of the work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Hay Bales
- B. Silt Fences
- C. Polyethylene Sheeting – minimum 6 mil thick
- D. Filter Fabric - shall consist of non-woven geotextile filter fabric weighing not less than min. 6 oz. per sq. yd. such as Mirafi 160N or approved equal.
- E. All soil and rock materials to be imported to the site shall not contain detectable amounts of oil and/or hazardous materials.
- F. Backfill Materials and Equipment
 1. Proposed types and sources of all off-site backfill materials. For each type of material, the Contractor shall provide the following to the Engineer for review and/or laboratory testing:

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Soil	two, 50-lb. bags samples from each borrow source delivered to the site
Crushed Stone	50 lbs. of crushed stone delivered to the site
Riprap/Stone	Sample for viewing at the source location
River Stone	Sample for viewing at the source location

Do not import any material to site unless accepted in writing by the Engineer.
With each sample provide the following documentation:

Location of the borrow source site.
Present and past usage of the source site and material.
All previously existing report(s) associated with an assessment of the source site as relates to the presence of oil or hazardous materials.

2. Manufactures' data sheets on proposed filter fabric and two (2) samples of each (minimum of one sq. ft each).
3. Details of compaction equipment, including descriptions, product literature, specifications and ratings, proposed for use in compacting backfill materials.
4. Plan of earthwork sequence. Include methods and locations of planned excavations and backfilling operations, screening and segregating, stockpiling and staging areas and haul roads, if planned. Include sedimentation barrier locations and planned inspection, cleanout and maintenance of sedimentation barriers. Also include methods for protecting soil stockpiles from wet weather.

- G. Ordinary Fill: shall consist of well-graded, natural, mineral sandy soil free from organic materials, loam, wood, snow, ice, frozen soil cinders, asphalt, brick, concrete, trash, debris and other weak, compressible, or deleterious materials.

Ordinary Fill shall not contain particles larger than 4 inches in maximum dimension and shall have a maximum of 80 percent passing the No. 40 sieve and a maximum of 35 percent passing the No. 200 sieve. It shall have a maximum laboratory dry density of at least 120 pounds per cubic foot, and have physical properties such that it can be readily spread and compacted to the specified densities. The material shall not contain materials subject to decay, decomposition, or dissolution.

- H. Topsoil shall meet the requirements of MassDOT Standard Specification for Highways and Bridges, 2025 Edition, for M1.05.0: Loam
- I. River Stone: shall consist of hard, durable, rounded rock cobbles, free of angular edges and points and dirt, organic, or other deleterious matter. River Stone shall generally be well graded and have a diameter between 3 in. and 12 in. in diameter. Crushed rock or stone with angular edges and sharp points shall not be used for River Stone. River Stone shall be rounded.

PART 3 - EXECUTION

SECTION 31 23 00 EARTHWORK

3.01 PREPARATION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 SEDIMENT CONTROL

- A. Implement erosion control work in accordance with the Contract Documents.
- B. All soil erosion and sediment control devices shall be constructed prior to any work at the site. During the length of the entire project, the Contractor shall be responsible for maintaining all soil erosion and sediment control devices in an efficient workable condition.
- C. All work areas including disturbed areas shall be protected from erosion by using baled hay/straw and silt fence barriers as shown on the Plans. The contractor shall install sedimentation control devices throughout their use, replaced them as necessary when they are no longer functional, and remove or dispose the erosion control barriers once the protected areas are stabilized with final materials.
- D. Immediately following initial disturbance or rough grading, all critical areas (steep slopes, sandy soils, and wet conditions) subject to erosion should be temporarily seeded.
- E. Temporary soil erosion and sediment control measures shall be used to correct conditions that develop during construction that were not foreseen during design, and may include construction work outside of the project limits.
- F. If the contractor is not in compliance with soil erosion and sediment control provisions, corrective actions shall be taken immediately. The Owner's authorized representative may suspend the work, wholly or in part, until such time as the contractor is fully in compliance. All corrective and remedial work required to bring the contractor into compliance shall be performed at no cost to the owner.
- G. Temporary soil erosion and sediment control measures shall be removed when necessary to allow for the installation of permanent control features or as permanent controls become functional. Before acceptance of the project, all items used for temporary soil erosion and sediment control shall be removed unless the owner directs that specific items remain in place.
- H. The Contractor shall provide for prompt removal from Kelton Street of all sediment and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations

3.03 EXCAVATION

- A. Perform excavation of every type of material encountered within the limits of the work to the lines, grades, and elevations indicated and specified herein. Perform excavation

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using appropriate machinery for the work being completed. No additional compensation will be paid for hand excavation instead of machine excavation.

- B. Excavate through overburden soils, boulders, cobbles, and other material required to expose naturally deposited bearing surfaces plus space for inspection and for construction operations.
- C. Do not backfill until subsurface work has been approved by the Engineer.
- D. Contractor shall excavate beyond the limits shown on the drawings, as necessary, to remove all the topsoil from the dam prior to filling on the dam.
- E. Soil stockpiles shall be covered with polyethylene sheeting at all times.
- F. Stockpiling of Material: Establish material stockpiles on site only at locations acceptable to the Engineer and which will not interfere with the progress of the work and will not damage existing structures.
- G. When excavation has reached required subgrade elevations, notify the Engineer who will observe the excavation and bearing conditions.
- H. Unauthorized Excavations:
 - 1. Unauthorized excavation consists of removal of materials beyond required subgrade elevations or dimensions without specific direction of the Owner. Unauthorized excavation, as well as remedial work required by the unauthorized excavation directed by the Engineer shall be at the Contractor's expense.
 - 2. Backfill and compact unauthorized excavations with materials and methods approved by the Engineer.
- I. Stability of Excavations:
 - 1. Stability of excavations and job safety are the sole responsibility of the Contractor.
 - 2. Shoring and bracing of trenches and other excavations shall be in accordance with the requirements of the Department of Labor Occupational Health and Safety (OSHA) 29 CFR 1926, dated October 31, 1989, and subsequent amendments and revisions.

3.04 SUBGRADE PREPARATION AND PROTECTION

- A. General
 - 1. Complete the excavations to the required subgrade elevations.
 - 2. All subgrades must be observed and accepted by the Engineer prior to placement of any material.

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3. Excavate through overburden soils, boulders, cobbles, and other material required to expose naturally deposited bearing surfaces plus space for inspection and for construction operations.

Do not backfill until subsurface work has been approved by the Engineer.

4. Excavation work for subgrades shall be conducted in a manner that minimizes disturbance to the bearing soils. It may be necessary to over-excavate and replace weak, disturbed or otherwise unacceptable foundation bearing soils.
5. It may be necessary to over-excavate and replace organic, compressible, disturbed or otherwise unacceptable foundation bearing materials, if encountered, and as determined by the Engineer. Following excavation to naturally deposited soils, the exposed surfaces shall be recompact prior to constructing foundations to create a stable, firm, level bearing surface.
6. Following excavation to bearing grades in natural soils, the exposed surfaces shall be re-compacted prior to placing foundations with a minimum of four passes with a self-propelled vibratory compactor. If weaving or other disturbance is noticed during recompaction due to shallow depth to water, vibratory recompaction should be discontinued and the subgrade prepared in accordance with the direction of the Engineer.
7. Soil bearing surfaces below completed foundations must be protected against freezing before and after foundation construction. If construction is performed during freezing weather, footings should be backfilled to a sufficient depth (up to 3 ft) as soon as possible after they are constructed. Alternatively, insulating blankets, heating or other means may be used for protection against freezing.

3.05 BACKFILLING

A. Placement

1. Place and compact backfill to the limits specified herein, and shown on the Drawings in order to complete the Work. Unless otherwise specified or directed, material used for backfilling shall meet the requirements specified herein for the specific application.
2. Slope fill surfaces at the end of each day to provide for free surface drainage.
3. Placement of backfill shall not begin prior to observation and approval of subgrade conditions by the Engineer. The Contractor shall not place backfill material in the absence of the Engineer, unless authorized by the Engineer.
4. If excessive weaving or instability, as judged by the Engineer, during compaction is observed, compaction efforts shall be discontinued until the Contractor stabilizes the subgrade. If the Contractor can not stabilize the subgrade, the

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Contractor shall excavate and replace the unstable backfill material with acceptable compacted material at no additional cost to the Owner.

5. Dewater all subgrades prior to backfilling as required to prevent disturbance. Place all fill soil in-the-dry.
6. Compaction by puddling or jetting is prohibited.
7. Control groundwater and surface run-off to prevent disturbance of material being placed.
8. Place backfill to the limits and grades shown on the Drawings. Where backfill meets previously existing grades, provide a smooth transition to meet existing grades.
9. Any excavations improperly backfilled or where settlement occurs shall be reopened to the depth required for proper compaction, refilled and compacted and the surface restored to the required condition at no additional cost to the Owner.
10. Placement of compacted fills shall not be conducted when air temperatures are low enough to cause freezing of the moisture in the fill during or before placement. Fill materials shall not be placed on snow, ice or frozen soil. Compacted fill shall not be placed on frozen soil. No fill shall be allowed to freeze prior to compaction. At the end of each day's operations, the last lift of fill, after compaction, shall be rolled by a smooth-wheeled roller to eliminate ridges of uncompacted soil.

B. Compaction

1. Compaction equipment used to compact soil in open areas shall consist of self-propelled vibratory roller (minimum 10,000 lbs centrifugal force) or other similar equipment acceptable to the Engineer sufficient to provide a firm, stable subgrade and achieve the required compaction.
2. Equipment used to compact fill materials in tight areas shall consist of walk-behind, or hand guided vibratory compaction equipment to provide a firm, stable subgrade and achieve the required compaction.
3. The Contractor shall use vibratory compaction equipment to obtain the specified compaction at all times. In some cases, additional passes or heavier equipment may be required.
4. Compaction Requirements: The degree of compaction is expressed as the in-place fill dry unit weight as a percentage of the maximum dry density at optimum moisture content as determined by ASTM Test D1557. The minimum compaction requirements are as follows:

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<u>Area</u>	<u>Minimum Degree of Compaction (ASTM D1557)</u>
Embankment and Structural Areas	92%
Landscaped Areas	90%

5. At the completion of Work, all ground surfaces shall be left in a firm, stable, unyielding, reasonably uniform condition, free of ruts and surface irregularities, in accordance with grading requirements shown on the Drawings. Blend new and existing ground surfaces such that there is a smooth transmission between existing ground and newly placed and graded areas.

PART 4 - MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. Measurement: Work under this Section will include excavation, backfilling and all material, mobilization, labor, segregation, screening, equipment, off-site disposal, delivery, survey, tools, and incidentals necessary to complete the work shown on the Drawings and will be measured as follows:

Earthwork	Earthwork will not be measured
Soil Excavation	Soil Excavation will not be measured
Soil Backfilling	Soil Backfilling will not be measured
Sedimentation Control Barrier	Linear Foot
Off-Site Top Soil	Per Ton
Off-Site River Stone	Per Ton

No separate measurement or payment will be made for acquisition of permits, material disposal, stockpiling, dust control or other associated items. For items measured by weight, the Contractor shall supply certified weight slips from an independent scale of trucks with tare weight, full weight and net weight for all material and all trucks to the Engineer. The Contractor shall retain the scale, scale operator and certify all weights.

- B. Payment:

Earthwork	Lump Sum
Soil Excavation	No separate payment; included in Earthwork
Soil Backfilling	No separate payment; included in Earthwork
Sedimentation Control Barrier	Linear Foot
Off-Site Topsoil	Per Ton
Off-Site River Stone	Per Ton

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C. Pay Items:

- 312300.1 Earthwork
- 312300.2 Sedimentation Control Barrier
- 312300.3 Off-Site Topsoil
- 312300.4 Off-Site River Stone

END OF SECTION

SECTION 31 23 19 CONTROL OF WATER

1.01 DESCRIPTION

- A. The Contractor shall control water and sediment in a manner in which sediment does not leave the site or enter the wetland resources. The sedimentation controls shown on the drawing are required and must remain in good working manner. The controls must be maintained such that sediment does not leave the site or enter the wetland resource areas outside the work area. The Owner, Engineer and permitting agencies will be monitoring the sedimentation controls and sedimentation. If visible sediment leaves the site in off-site discharge, the Owner will require the Contractor to stop his work, at no cost to the Owner, until modifications are made to the controls to eliminate sedimentation leaving the site.
- B. The work shall consist of the control of surface water runoff, pond water and groundwater as needed to perform the required construction in accordance with the Contract Documents. The work includes but is not limited to all labor, materials, and equipment to:
 - 1. Design, furnish, install, operate, maintain and remove all necessary temporary impounding works, connections, cuts, seals, cofferdams, sandbags, fabric, membranes, sedimentation tanks, hoses, pumps, control boards, and other associates materials, equipment and coordination to install a temporary cofferdam to lower and maintain the pond water and create a dry working area. Included in this work is underwater diving, as needed by the Contractor, to complete installation, maintenance and removal of the cofferdams and the work of the contract.

The temporary cofferdam shall consist of a flexible, membrane type with rigid frames and be capable of safely withstanding up to a minimum of 8 ft of water head at all locations. Porta-dams and similar type/design/functionality cofferdams are acceptable provided they allow work to be completed in the dry.

Earth berms, concrete blocks, rubble, stones, crib walls, trench boxes, large sand bags (greater than 100 lbs. each), water tubes, water bags and other similar materials, or any combination thereof, are not acceptable for use as cofferdams on this project. Also, other cofferdam systems that would cover more than a 6 ft wide area along the cofferdam alignments and impart a weight sufficient to permanently compress the underlying soils are not acceptable for use in the construction of the temporary cofferdams. Typical, hand placed sand bags, weighing less than 100 lbs. each, and having a maximum dimension of 24 in. are allowed as part of the cofferdam system.

- 2. Design, furnish, install and operate all, temporary cofferdams, check dams, pumps, piping, sumps, channels, ditches and other devices and equipment which will control and remove seepage, surface water, pond water and precipitation from the work areas.

SECTION 31 23 19 CONTROL OF WATER

3. Configuration, alignment and design of the cofferdams shall be by the Contractor and the cofferdams shall be sufficient to complete the work in the dry. Pond water shall be diverted around the cofferdams and through bypass pipes.
4. Contractor shall maintain the pond water level in the Pond, outside the cofferdams, within the elevation limits shown on the drawings at all times. If the Contractor can not maintain the water level within the required elevation range, for whatever reason, the Contractor shall inform the Engineer in writing immediately or, if it is evident based on current conditions in the work area and pond levels, that the pond level will drop to below the minimum specified, or rise above the maximum specified, the Contractor shall inform the Engineer in writing immediately.

In response to low or high pond levels and if it is determined by the engineer that the contractor's actions have contributed to the low or high pond level, the Engineer will direct the contractor to take immediate action to prevent additional lowering or flooding of the pond. This action could include, but are not limited to, providing additional cofferdam structures, sealing leaks in the cofferdam, supplying, setting up and operating additional pumps and/or temporarily abandoning the cofferdam and allowing the work area to fill until the contractor submits an acceptable plan in writing to the engineer and gains written approval from the engineer to safely complete the work and maintain the required water levels. This work shall be at no additional cost to the owner.

5. The pond water level lowering and water control sequence included on the Contractor Drawings is included to facilitate fish passage out of (downstream) Old Duck Pond during water level lowering. The contractor shall design and operate the cofferdams, trenching, grading, bypass pipe, headwall and control board to facilitate fish passage from Old Duck Pond to downstream reaches of the stream. The contractor shall not construct, install or otherwise create a condition at the site which would prohibit or impair fish passage from Old Duck Pond to downstream reaches of the stream.
6. The contractor shall not create a condition or conduct the work such that excess silt is generated in the Old Duck Pond water column. The Contractors work shall be completed such that excavations and earth moving activities are conducted separate from Old Duck Pond water and silt is not generated that could be released into the pond water. Installation of cofferdams shall be completed in the wet and in a manner which minimizes generation of silt entering the pond water.
7. Dewater as necessary to enable construction of site improvements, including excavation, backfilling and all other work in-the-dry. The Contractor shall be responsible for control, pumping, and discharge of groundwater, surface water, precipitation, runoff and other water which enters or accumulates in excavations or the work area to reach required excavation elevations, maintain stable subgrades and allow construction to be conducted and completed in-the-dry.

SECTION 31 23 19 CONTROL OF WATER

8. Dewatering and maintaining a dry work area will require the construction and maintenance of localized, temporary sumps, trenches, dewatering wells, pumps, tanks, hoses, lines, pipes and associated earthwork and dewatering equipment. The Contractor shall provide all necessary equipment, materials and labor to design, construct, maintain, operate and remove the temporary dewatering system.
9. The Contractor shall mobilize to the site pumps to complete the work.
10. Remove all such temporary works and equipment after they have served their purposes.
11. Provide for control of soil erosion and sediment transport in accordance with the specifications and all applicable local, state and federal regulations.

1.02 SITE CONDITIONS

- A. Site conditions are shown on the contract drawings and included in the specifications.
- B. The Contractor shall visit and walk the limits of the site prior to beginning the work and familiarize himself with the site conditions.

1.03 SUBMITTALS

- A. Prior to the start of work, the Contractor shall furnish the following to the Engineer:
 1. A complete and detailed plan, in writing, for controlling surface water, groundwater, storm runoff, stream flow, pond water and storm flow throughout the performance of all construction activities.
 2. Design of, and requirements for, installation, sequencing, monitoring, maintaining, sealing and bracing for the cofferdam. A proposed cofferdam alignment is show on the drawings for the contractor's reference. The final cofferdam alignment will be proposed by the Contractor, sufficient for the Contractor to complete the work, and submitted for acceptance by the engineer.
 3. Shop drawings showing proposed types and details of pond water, surface water, stormwater and groundwater control systems including:
 - a. Sizes, capacities, locations and depths of the proposed systems.
 - b. Complete description of equipment and materials to be used and the procedures to be followed in installation, operation, maintenance and removal in relation to the proposed sequence of work.
 4. Plan and details showing the method of sealing joints between the proposed cofferdam structures and existing pond and dam features including earthen embankments, pond banks and other features.

SECTION 31 23 19 CONTROL OF WATER

5. Plan and details of trenches, sumps, pits, collection pipes, filters, pumps, pump flow rate capacities, hoses, collection points, sedimentation tank, baffles, discharge points, and other pertinent information.
6. Plan with narrative describing contingencies to be taken before a forecast rain event at the site to prevent sedimentation from leaving the site during and after rain events.

PART 2 - MATERIALS

2.01 GENERAL

- A. Equipment, machinery and materials for the performance of the work of this Section may be used as chosen at the Contractor's discretion, but which will perform the work within the limits of the Contract requirements.
- B. The Contractor shall maintain and employ adequate backup equipment in the case of equipment breakdown.
- C. The Contractor shall mobilize and maintain pumps on site, as needed, at no additional cost to the Owner. The contractor shall mobilize and utilize additional pumps as needed to complete the work in the dry.

PART 3 - EXECUTION

3.01 CONTROL OF SURFACE WATER, RUNOFF, GROUNDWATER, STORMWATER AND STREAM FLOW

- A. The Contractor shall design, operate maintain and construct temporary controls of surface water, runoff, groundwater, stormwater and streamflow. All work under this Contract shall be performed in the dry, except installation of cofferdams.
 1. The Contractor shall maintain the pond level as required on the Contract Documents. The Contractor shall prepare an operating plan for submittal to the Engineer for approval prior to implementing stream and storm flow discharges.
 2. Maintain flow of watercourses through the work. Passage of storm flows is considered incidental to this item.
 3. Control of surface water, runoff, groundwater, stormwater and streamflow shall be performed in accordance with all federal, state and local codes, ordinances and regulations.
- B. The Contractor shall furnish, install and operate all necessary pumps, piping and other facilities and equipment needed to control surface water, runoff, groundwater, stormwater and streamflow while construction is in progress.

SECTION 31 23 19 CONTROL OF WATER

1. All sumps shall be surrounded by suitable filter fabric, crushed stone or other acceptable materials to prevent the migration or pumping of fine grained materials and subgrade disturbance.
2. Maintain site grades to direct surface runoff to collection points. Prevent surface water from running or collecting over prepared subgrades or fill surfaces. Do not permit standing water to accumulate in excavations.
3. Modify procedures which cause or may cause, in the opinion of the Engineer, damage to new or existing facilities. Modification to system shall be made at no additional cost to the Owner.

3.02 REMOVAL OF FACILITIES

- A. The Contractor shall completely remove all temporary water control equipment and materials when no longer required, as approved by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. Measurement: Work under this Section will not be measured, but will be paid for under the Contract Lump Sum Price for Control of Water. Control of water shall include furnishing all material, mobilization, labor, including divers, equipment, tools, and incidentals necessary to complete the work shown on the Drawings. Passage of storm flows is considered incidental to this item. No separate measurement or payment will be made for modifications, removal, or other associated items.
- B. Payment: Control of water and lake level for the temporary construction condition will be paid for at the contract lump sum price for Control of Water.
- C. Pay Items

312319.1 Control of Water

END OF SECTION

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SECTION 32 31 29

GUARD RAIL

PART 1 – GENERAL

1.1 DESCRIPTION

A. The work of this section consists of the following:

1. Furnishing all materials, labor, equipment, coordination, and survey to construct a wooden Guard Rail as shown on the drawings.

1.2 SUBMITTALS

A. Contractor shall submit for review and approval the following:

1. Plan showing the layout, materials and methods of construction to construct the guard rail.

PART 2 – PRODUCTS

2.1 MATERIAL

- A. Pressure Treated Lumber – Lumber used for the Guardrail shall be dimensions shown on the Drawings, pressure treated for exterior use and be Grade 2 or better quality.
- B. Concrete – concrete used for guard rail footings foundation shall be ready mix concrete and cast in place at each foundation location. Concrete shall have a minimum 28 day compressive strength of 3,000 psi. Concrete shall mixed by an established commercial concrete supplier or mixed on-site in accordance with the manufactures mixing, handling and placement recommendations.
- C. Fasteners – fasteners used to connect lumber pieces shall be the dimensions shown on the Drawings and be stainless steel, 18-8 (type 304 stainless). If additional fasteners are used, such as wood screws/ deck screws or nails, the fasteners shall also be stainless steel, 18-8.
- D. Post Caps – Caps for vertical posts shall consist of exterior grade, above grade weatherproof polyvinyl caps designed to protect the tops of vertical wood posts. Caps shall be polyvinyl, or approved equal. Caps shall be positively fastened to each posts using stainless steel nails, screws or approved exterior grade construction adhesive.

PART 3 – EXECUTION

- 3.1 Contractor shall assemble and construct guard rail as shown on the drawings.

SECTION 32 31 29
GUARD RAIL

PART 4 – MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Prices shall include all materials, labor, equipment, survey and all else necessary to complete the work. Measurement for Guard Rail shall not be measured and will be paid on lump sum basis for Guard Rail installed and completed.

4.2 BASIS OF PAYMENT

Payment will be made under:

Pay Item

Pay Unit

323129.1 GUARD RAIL

LUMP SUM

END OF SECTION 323129

SECTION 32 92 00

SEEDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. New England Wetland Seed Mix.
2. Work includes preparing soil for application of seed, spreading grass seed, raking seed into soil, coating seeded areas with straw mulch, moisture conditioning of soil and seeded areas and cleanup.
3. Site restoration shall include grading necessary to prepare a seed bed in any area not specified to be stabilized via another method. This shall include seed, grading, and straw mulch.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1. Certification of each seed mixture for grass seed mix. Include identification of source and name and telephone number of supplier.
2. Straw mulch

1.3 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable. These materials shall be stored and handled in a manner not to introduce moisture to the contents prior to installation.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

1.4 PROJECT CONDITIONS

A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

SECTION 32 92 00

SEEDING

- A. New England Wetland Seed Mix: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that no foreign or deleterious material has been deposited in soil within a planting area.
 - 2. Suspend soil spreading and grading operations during periods of excessive precipitation until the conditions reach acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Seed former impoundment as per proposed plans after dewatering of Old Duck Pond to the new lower water level.
- B. Seed newly graded areas as shown on the Drawings.

3.3 SEEDING

- A. Sow seed such that it is evenly distributed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 2. Optimum seeding time: Between March 1 – May 31.
- B. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- C. Protect seeded areas with straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket. Spread straw mulch by hand, blower, or other suitable equipment.

3.4 HYDROSEEDING (OPTIONAL)

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with manufacturer's recommended tackifier.
 - 2. Apply slurry uniformly to all areas to be seeded in a one-step process.

SECTION 32 92 00

SEEDING

3.5 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

PART 4 - MEASUREMENTS AND PAYMENTS

4.1 METHOD OF MEASUREMENT

- A. Prices shall include all materials, labor, equipment and all else necessary to complete the work. Payment schedule shall be based on the percentage of total contract work completed per the contract price.

4.2 BASIS OF PAYMENT

- A. Payment will be made under:

Pay Items	Pay Unit
329200.1 NEW ENGLAND WETLAND SEED MIX	POUNDS OF PURE LIVE SEED
329200.2 SEEDING	LUMP SUM

END OF SECTION 329200

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SECTION 32 93 00

PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Work of this section includes:

1. All labor, equipment, materials, survey, resources, and other incidental equipment, materials and work needed to secure the plants shown on the drawings, deliver live plants to the site, transport plants as required to specified locations on the site, and complete plantings.
2. Contractor shall handle all live plants with care to prevent damage and to establish a newly planted vibrant wetland resource at the site as shown on the Drawings.
3. Each plant shall be positioned and planted in an appropriate excavation and backfilled with off-site topsoil to ensure successful plantings and survival of the plants after the initial plantings.
4. Plantings shall be installed at the site in accordance with the Drawings and plant supplier's recommendations.
5. Contractor shall secure and plant the following areas at the site during the designated planting season: Scrub Shrub Wetland, Riparian Forest, Live Stakes
6. Scrub Shrub Wetland – shall be planted in Zone 1 as shown on the Drawings
7. Riparian Forest – shall be Planted in Zone 2 area as shown on the Drawings
8. Live Stakes – shall be Planted along the new (lowered) Old Duck Pond shoreline as shown on the Drawings.

1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.
- C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- D. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- E. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.
- F. Finish Grade: Elevation of finished surface of planting soil.

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PLANTS

- G. Invasive Species Control: The removal or extermination of an undesirable plant species.
- H. Off-site Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- I. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- J. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- K. Planting Area: Areas to be planted.
- L. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- M. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- N. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- O. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated, including soils.
 - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of soil amendments with appropriate certificates.

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PLANTS

- C. Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.
- D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- E. Handle and pack plants to prevent injuries during transit. Do not dump or drop plants while unloading. Protect the roots of all plants from freezing or desiccating by heeling-in, watering, covering or keeping shaded, or placing in a climate-controlled building or trailer.
- F. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 - 1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.
 - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 3. Do not remove container-grown stock from containers before time of planting. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

1.5 PROJECT CONDITIONS

A. Planting Seasons:

Planting Season	
Type of Plant	Season
Broad leaf and coniferous evergreen trees, shrubs, vines, and ground covers	March 1 to May 30
Deciduous trees, shrubs, vines, ornamental grasses, and perennials	March 1 to May 30
Container grown plant materials	March 1 to May 30
Narcissus	October 15 to December 1
Hemerocallis	March 1 to May 30

- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

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PLANTS

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.

2.2 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.3 PESTICIDES (OPTIONAL)

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds and invasive species within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed and invasive species growth that has already germinated.

D. Site Specific Application:

1. The herbicide Glyphosate shall be applied to eliminate invasive twice during a single growing season (March through September). A minimum of 60 days is required between the first and second application of herbicide.
 - a. Species to be treated:
 - 1) Japanese Knotweed (*Polygonum cuspidatum*)
 - 2) All other non-native vegetation
2. A pesticide/herbicide log shall be completed in the field and submitted to the engineer for review.

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3. Remaining invasive species to be cut or pulled immediately prior to seeding and the application of erosion control fabric.
4. Invasive species control application shall be completed a minimum of two (2) weeks prior to installation of erosion control fabric and planting in the treated area.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 3. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

3.2 PREPARATION

- A. Protect existing plants from damage caused by planting operations.
- B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before excavating or planting. Make minor adjustments as required.
- C. Lay out plants at locations directed by Engineer and as shown on the Drawings. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

- A. Loosen subgrade of planting areas to a minimum depth of 8 inches and as needed to fully plant the new growth in the existing ground as shown on the Drawings.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Beds: Before excavating for plant pits and beds, ensure that the areas conform to the specified lines and grades.
 1. Excavate pits for balled and burlapped plants to a minimum of 2 times the width of the root ball and no deeper than the root ball as measured from the bottom of the

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trunk flare to the bottom of the ball. Excavate pits for containerized plants to a minimum of 2 times the width of the container and no deeper than the actual height of the root mass within the container. Ensure that side slopes of all pits taper down from the rim of the pit to the outer edge of the bottom of the ball. Ensure that the sides of the pits are loosened and roughened to promote root penetration.

2. For seedlings, vines, ground covers, and perennials, excavate pits to a minimum 12-inch diameter and 12-inch depth.
3. Dispose of sod, weeds, roots, and other objectionable material off-site.

3.5 SETTING PLANTS

- A. Set plants plumb and at the same depth at which they were grown in the nursery, except set trees with a trunk flare 1/2 to 1 inch above the surrounding grade to allow for settling. Set roots for the various conditions as follows:

1. Balled and Burlapped Plants. Handle and move plants only by the ball. Either remove, or loosen and fold back the burlap from the upper 1/2 of the ball. When balled and burlapped plants are in wire baskets, remove the entire wire basket, preserving the integrity of the ball.

2. Containerized Plants. Immediately before planting, remove the container, and make 3 vertical cuts equidistantly spaced around the perimeter of the root mass. Make each cut 1/2 inch deep from the top of the root-earth mass to the bottom. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements

- B. Backfilling.

Backfill with topsoil around the root system. Hand-tamp the topsoil and water at the rate of 15 gallons per square yard of pit area to settle the topsoil and to remove air pockets. Ensure that the topsoil is not frozen at the time of backfilling. Where necessary, backfill areas that have settled with topsoil. Form a 4-inch high compacted berm using topsoil around individual plants to a diameter equal to that of the pit. Ensure that the berm functions properly throughout the plant establishment period.

3.6 CLEANUP AND PROTECTION

- A. During planting, keep adjacent work area in an orderly condition.
- B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

3.7 DISPOSAL

- A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

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PLANTS

PART 4 - MEASUREMENT AND PAYMENT

METHOD OF MEASUREMENT

4.1 Prices shall include all materials, labor, equipment and all else necessary to complete the work. Payment schedule shall be based on the percentage of total contract work completed per the contract price.

4.2 **BASIS OF PAYMENT**

Payment will be made under:

Pay Item	Pay Unit
329300.1 SCRUB SHRUB WETLAND	EACH
329300.2 RIPARIAN FOREST	EACH
329300.3 LIVE STAKES	EACH

END OF SECTION 329300

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SECTION 33 42 16
PRECAST CONCRETE BOX CULVERT

PART 1 – GENERAL

1.1 DESCRIPTION

A. The work of this section consists of the following:

1. Designing, furnishing and installing a precast concrete culvert as shown on the drawings.
2. The design shall be completed and stamped by a professional engineer currently registered in Massachusetts and submitted to the Engineer for review
3. The culvert shall conform to MassDOT Standard Specifications for Highways and Bridges Section M4.09: Precast, Prestressed, and Prefabricated Concrete Products.
4. The culvert shall be constructed of steel reinforced precast concrete by an approved Precast Concrete Company and delivered to the site ready for installation.
5. The contractor shall field verify all measurements prior to beginning the work.
6. Culvert shall be designed to safely support the overlying soil backfill and H-20 loading.
7. Culvert sections shall be securely connected together with shear keys and steel dowel connections and made watertight.
8. Joints shall be sealed with butyl rubber.

1.2 SUBMITTALS

A. Contractor shall submit for review and approval the following:

1. Design of culvert with supporting calculations stamped by a professional engineer currently registered in Massachusetts. Culvert shall be designed to safely support overlying backfill and H-20 loading.
2. Mix design of precast concrete to be used.
3. Steel reinforcing details and layout.
4. Lifting point locations and details and culvert section handling instructions.
5. Cut-sheets and product data sheets of culvert sections with dimensions, construction details and joint details.
6. Field fabrication sequence and instructions for field personnel during site installation.

PART 2 – PRODUCTS

2.1 MATERIAL

- A. Culvert – Shall consist of steel reinforced, precast concrete and have interior dimensions as shown on the drawings. Precast concrete shall conform to MassDOT Standard Specifications for Highways and Bridges Section M4.09: Precast,

SECTION 33 42 16
PRECAST CONCRETE BOX CULVERT

Prestressed, and Prefabricated Concrete Products. Culvert shall be designed to safely support the overlying soil backfill and H-20 loading.

- B. Butyl Rubber – All culvert joints shall be sealed with approved butyl rubber seal, or approved equal, to create durable and watertight joints.
- C. Steel Dowels – All culvert joints shall be positively connected with approved steel dowels, or approved equal, and tightened to create durable, structural connections to adequately transfer applied tension, compression and shear forces across the joints.

PART 3 – EXECUTION

3.1 Culvert installation shall include the following:

- A. Culvert shall be delivered to the site and installed to the lines and grades shown on the drawings.
- B. Culvert shall be lifted and moved only by using the designed lifting points.
- C. Culvert shall be installed on approved proof compacted, suitable bearing surface. Crushed stone or other open graded/ gap graded material shall not be used or backfilled below or along the walls of the culvert. The culvert shall bear on and be backfilled with on-site silty glacial soils to prevent preferred seepage paths below or along the exterior of the culvert.
- D. Culvert sections shall be assembled in accordance with manufacture's approved process to create a watertight, singular culvert.
- E. Approved gaskets shall be installed within each joint.
- F. Approved dowels or other connections shall be installed and tightened in accordance with the manufacture's recommendations.
- G. The Culvert exterior shall be backfilled with on-site silty glacial soils to prevent seepage along the exterior of the culvert.
- H. The Culvert interior shall be backfilled as shown on the Drawings. A 2 ft thickness of on-site glacial soils shall be backfilled within the interior of the culvert to create a soil floor for the stream bed. Soil shall be placed in 1 ft maximum thickness lifts and compactive effort applied to each lift.
- I. River Stone shall be placed within the interior of the Culvert at intervals shown on the Drawings.

SECTION 33 42 16
PRECAST CONCRETE BOX CULVERT

PART 4 – MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Prices shall include all materials, labor, equipment, survey and all else necessary to complete the work. Measurement shall be per linear foot of Culvert installed and completed.

4.2 BASIS OF PAYMENT

Payment will be made under:

Pay Item	Pay Unit
334216.1 CULVERT	LINEAR FOOT

END OF SECTION 334216