

Project Manual  
Volume 1 of 1

# Stevens Street Culvert Rehabilitation

Town of North Andover

June 2025



**Tighe&Bond**

**Stevens Street Culvert Rehabilitation  
Town of North Andover  
North Andover, Massachusetts**

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**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENT**

TOWN OF NORTH ANDOVER  
NORTH ANDOVER, MASSACHUSETTS

ADVERTISEMENT FOR BIDS

The Town of North Andover invites sealed bids for the "Town of North Andover, Massachusetts, **“Stevens Street Culvert Rehabilitation”**", in accordance with this Invitation for Bids (IFB).

All sealed proposals must be received by **July 9, 2025 at 2:00 p.m.** to be considered. The Town will only accept proposals electronically through [bidnetdirect.com/massachusetts/northandoverma](http://bidnetdirect.com/massachusetts/northandoverma).

The work consists of the partial demolition and replacement of the existing stone headwalls with cast in place concrete headwalls. This work also includes lining the existing concrete culvert barrels with CIPP lining and removal and replacement of the existing roadway surface and guardrails over the structure. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

All Bids for this project are subject to the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended.

A bid deposit shall be furnished in accordance with the Instructions to Bidders.

This Contract contains price adjustments for hot mix asphalt mixes, diesel fuel, gasoline, Portland cement contained in concrete, and steel. See Section 01270 for payment procedures and base prices for this Project.

Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.

An optional pre-Bid conference will be held at the site on June 24th, 2025 at 10:00 AM with a weather reschedule date of June 25<sup>th</sup>, 2025 at 10:00 AM.

Prequalification of Contractors is required under the provisions of Section 34 of Chapter 90 and in accordance with 720 CMR 5.00. MassDOT prequalification of contractors with the class of work as Bridge-Culverts, for the project with an estimated value of \$547,261 will be required. Only a bidder who is pre-qualified may receive the Official Bid Form. All proposals submitted by a bidder who is not prequalified by the Massachusetts Department of Transportation Prequalification Office will be rejected by the Owner.

TOWN OF NORTH ANDOVER, MASSACHUSETTS

Consulting Engineer:

Tighe & Bond, Inc.  
1 University Avenue, Suite 100  
Westwood, MA 02090

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## SECTION 00200

## INSTRUCTIONS TO BIDDERS

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**ARTICLE 1    DEFINED TERMS**

- 1.1    Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

**ARTICLE 2    COPIES OF BIDDING DOCUMENTS**

- 2.1    Bidding Documents may be accessed at [bidnetdirect.com/massachusetts/northandoverma](http://bidnetdirect.com/massachusetts/northandoverma).
- 2.2    Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3    Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

**ARTICLE 3    QUALIFICATIONS OF BIDDERS**

- 3.1    Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 3.2    Bidders shall have a minimum of 5 years of experience and shall have successfully completed culvert repair projects of similar scope within the past 5 years. Submit with the bid a summary of experience and representative projects to show compliance with these qualifications.
- 3.3    Bidders must be pre-qualified by the Massachusetts Dept. of Transportation (MassDOT) Highway Division in the Bridge-Culvert category to bid on the above project. An award will not be made to a Contractor who is not pre-qualified by MassDOT Highway Division prior to the opening of proposals.
- 3.4    Bidders may be investigated by Owner to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of Owner's or Engineer's request, written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure Owner that the Work will be completed in accordance with the terms of the Agreement. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- A.    Bidders may be required to provide a letter stating that the Bidder is in good financial standing. The letter must:

1. Be provided by a financial institution or certified public accountant having a relationship with the Bidder;
2. Be on the bank or accountant's letterhead;
3. Include name and contact information for the bank or accountant including address, email and telephone number;
4. Identify the account holder(s), whose names must match the name of the Bidder, the type and length of business relationship, and the historical status of the accounts (i.e. good standing, timely payments, no overdrafts, etc.); and
5. NOT include account numbers, account amounts, or lines of credit.

**ARTICLE 4 SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.1 The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment are to be obtained and paid for by Contractor.

4.2 Existing Site Conditions

- A. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.

4.3 Site Visit and Testing by Bidders

- A. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

## **ARTICLE 5 BIDDER'S REPRESENTATIONS**

### **5.1 It is the responsibility of each Bidder before submitting a Bid to:**

- A. examine and carefully study the Bidding Documents, including any Addenda, data, and referenced items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and carefully study all reports and drawings relating to a Hazardous Environmental Condition, if any, at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and 3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the Work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and finishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without

exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 6 PRE-BID CONFERENCE

- 6.1 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 7 INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing at:

[bidnetdirect.com/massachusetts/northandoverma](http://bidnetdirect.com/massachusetts/northandoverma)

When viewing the notice online, use the “Ask a question” button. If vendors need assistance please contact Bidnet’s vendor support department at 800-835-4603, option 2. Written responses will be posted on [bidnetdirect.com/massachusetts/northandoverma](http://bidnetdirect.com/massachusetts/northandoverma).

- 7.2 In order to receive consideration, questions must be received by Engineer at least five days prior to the date fixed for the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda to all parties recorded by Engineer as having received the Bidding Documents not later than three days prior to the date fixed for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.3 Addenda may be issued to clarify, correct, supplement or change the Bidding Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 7.2.
- 7.4 The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

#### ARTICLE 8 BID DEPOSIT

- 8.1 In the Bidding Documents, the terms “Bid security” and “Bid deposit” shall have the same meaning.
- 8.2 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder’s maximum Bid price (including any additive alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.3 All Bid deposits of General Bidders, except those under consideration by Owner, will be returned within 5 days, excluding Saturdays, Sundays and legal holidays, after the opening of General Bids. Other Bid deposits will be returned upon the execution and delivery of the Agreement. The Bid deposit of the Successful Bidder will be retained until such bidder has furnished the required contract security and executed the Agreement, whereupon the bid deposit shall be returned. If the Successful Bidder fails to furnish the required contract security within 15 days after the Notice of Award and execute the Agreement within 5 days

after receipt from Owner, Owner may annul the Notice of Award and the Bid deposit of that Bidder will be forfeited to Owner as liquidated damages for such failure.

#### ARTICLE 9 CONTRACT TIMES

9.1 The number of days within which, or the dates by which, the Work is to be:

- A. substantially completed, and/or
- B. completed and ready for final payment

are set forth in the Agreement.

#### ARTICLE 10 LIQUIDATED DAMAGES

10.1 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

11.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the effective date of the Contract.

#### ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS (NOT USED)

#### ARTICLE 13 PREPARATION OF BID

13.1 A Bid must be made on the Bid form included with the Project Manual. The Bid form shall not be altered in any way.

13.2 The Bid form must be completed in ink. Blank spaces in the Bid form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to complete each and every item of Work. Ditto marks shall not be used.

13.3 The Bid form must be digitally scanned and submitted electronically at [www.bidnetdirect.com/massachusetts/northandoverma](http://www.bidnetdirect.com/massachusetts/northandoverma).

13.4 A Bidder shall execute his Bid as stated below.

- A. A Bid by an individual shall show the Bidder's name and official address.
- B. A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature) accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- C. A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature) and must be accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the corporate secretary. The state of incorporation and the official corporate address shall be shown.

- D. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
  - E. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
  - F. All names must be printed in ink below the signature.
- 13.5 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid form.
- 13.6 Postal and email addresses and telephone number to which communications regarding the Bid are to be directed shall be shown.
- 13.7 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.8 In order to be considered for selection, the Bidder must submit a complete bid package in accordance with these Bidding Documents. Partial Bids will not be accepted. Refer to the Bid Form for a list of documents that shall be submitted in addition to the Bid Form.
- 13.9 Any deviations in completion of the Bid Form and accompanying documents from the instructions provided in this Article may be cause for rejection of the Bid.

#### ARTICLE 14 BASIS OF BID

##### 14.1 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- D. Unit prices for identical item numbers that are in more than one bid schedule shall be equal. Discrepancies will be resolved in favor of the lowest unit price.
- E. The award will be based on the lowest eligible Bid.

##### 14.2 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents in accordance with paragraph 13.02 of the General Conditions.

#### ARTICLE 15 SUBMITTAL OF BID

- 15.1 All sealed proposals must be received by **July 9, 2025 at 2:00 p.m.** to be considered. The Town will only accept proposals submitted electronically through [www.bidnetdirect.com/massachusetts/northandoverma](http://www.bidnetdirect.com/massachusetts/northandoverma). No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. Bidders may contact Bidnet's vendor support department at 800-835-4603, option 2, in the event this IFB is incomplete the bidder is having trouble registering, submitting a bid or obtaining any part of the IFB electronically, including, and without limitation the form and attachments.
- 15.2 Bids shall be accompanied by the Bid deposit and all other required documents.
- 15.3 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### ARTICLE 16 MODIFICATION OR WITHDRAWAL OF BID

##### 16.1 Withdrawal Prior to Bid Opening

- A. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

##### 16.2 Modification Prior to Bid Opening

- A. If a Bidder wishes to modify its Bid prior to the Bid opening, Bidder must withdraw its initial Bid in the manner specified in paragraph 16.1.A and submit a new Bid prior to the date and time for the opening of Bids.

#### ARTICLE 17 OPENING OF BIDS

- 17.1 Bids will be digitally opened and results will be posted through [www.bidnetdirect.com/massachusetts/northandoverma](http://www.bidnetdirect.com/massachusetts/northandoverma).
- 17.2 In order to be considered for selection, Bids must be submitted on or before the date and time specified in the Advertisement for Bids.
- 17.3 Bids received after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.
- 17.4 No responsibility will attach to Owner, its employees or the Engineer for premature opening of a Bid not properly addressed and identified in accordance with the Bidding Documents.

#### ARTICLE 18 DISQUALIFICATION OF BIDDERS

- 18.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may

be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

#### **ARTICLE 19 BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 19.1 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid deposit prior to the end of this period.

#### **ARTICLE 20 EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 20.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 20.2 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid deposit.
- 20.3 Owner reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 20.4 Owner reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 20.5 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.6 In evaluating whether a Bidder is responsible, Owner will consider the qualifications the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 20.7 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 20.8 If the Owner awards the Contract for the Work, such award shall be to the responsible Bidder (who has neither been disqualified nor rejected pursuant to Article 18 or this Article 20) submitting the lowest responsive Bid.
- 20.9 Contents of the Bid of the Successful Bidder will become part of any contract awarded.

#### **ARTICLE 21 CONTRACT SECURITIES**

- 21.1 Payment bonds shall be furnished by the successful Bidder. The amounts of and other requirements for payment bonds are stated in Article 6 of the General Conditions. Payment bonds submitted shall be posted by a recognized surety company having a place of business in the Commonwealth of Massachusetts. All payment bonds signed by an agent must be accompanied by a certified copy of the authority to act. Payment Bonds shall be submitted on the form included in Section 00610, respectively, of the Contract Documents. Additional requirements may be stated in the General or Supplementary Conditions.
- 21.2 Within 15 days from the date of the Notice of Award, the Successful Bidder shall deliver to Owner and Engineer, for review and approval, the payment bond he proposes to furnish at the time of the execution of the Agreement.

21.3 The required contract securities will become part of the Contract Documents.

#### **ARTICLE 22 CONTRACT INSURANCE**

22.1 The requirements for insurance to be provided by the Successful Bidder are stated in Article 6 of the General Conditions and in the Supplementary Conditions.

22.2 Within 15 days from the date of the Notice of Award, the Successful Bidder shall deliver evidence of required insurance to Owner and Engineer.

22.3 The required insurance certificates will become part of the Contract Documents.

#### **ARTICLE 23 SIGNING OF AGREEMENT**

23.1 The Owner will transmit the required number of unsigned Agreements to the Successful Bidder with the Notice of Award. Within 15 days of the date of the Notice of Award, the Successful Bidder shall sign the Agreements and return them to the Owner. The Owner will return one executed Contract to the Successful Bidder.

#### **ARTICLE 24 SALES TAXES**

24.1 Owner is exempt from Massachusetts State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. The exemption certificate will be provided to the Successful Bidder.

#### **ARTICLE 25 MASSACHUSETTS PREVAILING WAGE RATES**

25.1 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. The Wage Rate Determination is included in Part II of the Supplementary Conditions.

25.2 It is the responsibility of the Bidder before bid opening to request any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed Work under this Contract.

#### **END OF SECTION**

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## SECTION 00410

## BID FORM

## PROJECT IDENTIFICATION:

Stevens Street Culvert Rehabilitation

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3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

## ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:

Town of North Andover

North Andover Town Hall

120 Main Street, North Andover, MA 01845

- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 The Work under this Contract shall be subject to the provisions of Chapter 30, Section 39M of the Massachusetts General Laws.

## ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the estimated quantities on the Bid Form are subject to Article 13.03 of the General Conditions (Section 00700).

**ARTICLE 4 - BIDDER'S CERTIFICATION**

- 4.1 Bidder 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 in the work, that all employees to be employed at the Site 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 Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 30, Section 39M .
- 4.2 Bidder certifies that, under penalty of perjury, Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.3 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.4 Bidder certifies under 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 herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 4.5 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- 4.6 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 4.7 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4.8 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

- 5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item Number | Item Name and Unit Bid Prices<br>Written in Words and Figures                     | Estimated Quantity | Total Amount of Item<br>(in figures) |
|-------------|-----------------------------------------------------------------------------------|--------------------|--------------------------------------|
| 113.1       | Partial Demolition of Existing Culvert, per lump sum, the price of:               |                    |                                      |
|             | _____                                                                             | lump sum =         | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |
| 120.        | Earth Excavation, per cubic yard, the price of:                                   |                    |                                      |
|             | _____                                                                             | x 125 c.y. =       | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |
| 140.        | Culvert Excavation, per cubic yard, the price of:                                 |                    |                                      |
|             | _____                                                                             | x 100 c.y. =       | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |
| 151.        | Gravel Borrow, per cubic yard, the price of:                                      |                    |                                      |
|             | _____                                                                             | x 200 c.y. =       | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |
| 151.2       | Gravel Borrow for Backfilling Structures and Pipes, per cubic yard, the price of: |                    |                                      |
|             | _____                                                                             | x 125 c.y. =       | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |
| 170.        | Fine Grading and Compacting, per square yard, the price of:                       |                    |                                      |
|             | _____                                                                             | x 300 s.y. =       | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |
| 245.48      | CIPP Lining, per lump sum, the price of:                                          |                    |                                      |
|             | _____                                                                             | lump sum =         | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |
| 415.2       | Pavement Fine Milling, per square yard, the price of:                             |                    |                                      |
|             | _____                                                                             | x 1940 s.y. =      | \$ _____                             |
|             | (\$ _____ )                                                                       |                    |                                      |

|        |                                                                                              |              |          |
|--------|----------------------------------------------------------------------------------------------|--------------|----------|
| 452.   | Asphalt Emulsion for Tack Coat, per gallon, the price of:                                    |              |          |
|        | _____                                                                                        | x 180 gal. = | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |
| 460.   | Hot Mix Asphalt (Top and Binder), per ton, the price of:                                     |              |          |
|        | _____                                                                                        | x 230 ton =  | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |
| 482.3  | Sawcutting Asphalt Pavement, per linear foot, the price of:                                  |              |          |
|        | _____                                                                                        | x 100 l.f. = | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |
| 620.13 | Guardrail, TL-3 (Single Faced), per linear foot, the price of:                               |              |          |
|        | _____                                                                                        | x 114 l.f. = | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |
| 628.21 | Transition to NCHRP 350 Guardrail, each, the price of:                                       |              |          |
|        | _____                                                                                        | x 4 each =   | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |
| 630.2  | Highway Guard Removed and Discarded, per linear foot, the price of:                          |              |          |
|        | _____                                                                                        | x 250 l.f. = | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |
| 748.   | Mobilization, per lump sum, the price of:<br>*Not to exceed 3 percent of the total Bid price |              |          |
|        | _____                                                                                        | lump sum =   | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |
| 751.   | Loam for Roadsides, per cubic yard, the price of:                                            |              |          |
|        | _____                                                                                        | x 20 c.y. =  | \$ _____ |
|        | (\$ _____ )                                                                                  |              |          |

|         |                                                                            |               |          |
|---------|----------------------------------------------------------------------------|---------------|----------|
| 765.    | Seeding, per square yard, the price of:                                    |               |          |
|         | _____                                                                      | x 90 s.y. =   | \$ _____ |
|         | (\$ _____ )                                                                |               |          |
| 767.121 | Sediment Control Barrier, per linear foot, the price of:                   |               |          |
|         | _____                                                                      | x 1800 l.f. = | \$ _____ |
|         | (\$ _____ )                                                                |               |          |
| 769.    | Pavement Milling Mulch Under Guardrail, per linear foot, the price of:     |               |          |
|         | _____                                                                      | x 114 l.f. =  | \$ _____ |
|         | (\$ _____ )                                                                |               |          |
| 850.    | Operations for Temporary Traffic Control, per lump sum, the price of:      |               |          |
|         | _____                                                                      | lump sum =    | \$ _____ |
|         | (\$ _____ )                                                                |               |          |
| 856.12  | Portable Changeable Message Sign, per day, the price of:                   |               |          |
|         | _____                                                                      | x 84 days =   | \$ _____ |
|         | (\$ _____ )                                                                |               |          |
| 860.106 | 6-inch Reflectorized White Line (Painted), per linear foot, the price of:  |               |          |
|         | _____                                                                      | x 1750 l.f. = | \$ _____ |
|         | (\$ _____ )                                                                |               |          |
| 861.106 | 6-inch Reflectorized Yellow Line (Painted), per linear foot, the price of: |               |          |
|         | _____                                                                      | x 1750 l.f. = | \$ _____ |
|         | (\$ _____ )                                                                |               |          |
| 901.    | 4000 psi, 1.5 Inch, 565 Cement Concrete, per cubic yard, the price of:     |               |          |
|         | _____                                                                      | x 15 c.y. =   | \$ _____ |
|         | (\$ _____ )                                                                |               |          |

|       |                                                                               |              |                    |
|-------|-------------------------------------------------------------------------------|--------------|--------------------|
| 910.  | Steel Reinforcement for Structures, per pound,<br>the price of:               |              |                    |
|       | _____                                                                         | x 1500 lb. = | \$ _____           |
|       | (\$ _____ )                                                                   |              |                    |
| 912.7 | Drilled and Grouted #7 Dowels, each, the price<br>of:                         |              |                    |
|       | _____                                                                         | x 33 each =  | \$ _____           |
|       | (\$ _____ )                                                                   |              |                    |
| 914.9 | Tie Rods for New Headwalls, per lump sum, the<br>price of:                    |              |                    |
|       | _____                                                                         | lump sum =   | \$ _____           |
|       | (\$ _____ )                                                                   |              |                    |
| 991.1 | Control of Water – Structure No. 1, per lump<br>sum, the price of:            |              |                    |
|       | _____                                                                         | x lump sum = | \$ _____           |
|       | (\$ _____ )                                                                   |              |                    |
|       | Repairs to Existing Structure Allowance, the<br>price of:                     |              |                    |
|       | Twenty-Thousand Dollars _____                                                 | Allowance =  | <u>\$20,000.00</u> |
|       | (\$20,000.00 _____ )                                                          |              |                    |
|       | Sewer Utility Maintenance Allowance, the price<br>of:                         |              |                    |
|       | Twenty-Five Thousand Dollars _____                                            | Allowance =  | <u>\$25,000.00</u> |
|       | (\$25,000.00 _____ )                                                          |              |                    |
| 999.3 | Monthly price adjustment for hot mix asphalt<br>(HMA) Mixtures, the price of: |              |                    |
|       | One-Thousand Dollars _____                                                    | Allowance =  | \$ <u>1000</u>     |
|       | (\$1,000.00 _____ )                                                           |              |                    |

999.4 Monthly price adjustment for diesel fuel, the price of:

Five-Hundred Dollars Allowance = \$ 500  
(\$500.00 )

999.5 Monthly price adjustment for gasoline, the price of:

Five-Hundred Dollars Allowance = \$ 500  
(\$500.00 )

999.6 Monthly price adjustment for structural steel and reinforcing steel, the price of:

One-Thousand Dollars Allowance = \$ 1000  
(\$1,000.00 )

999.7 Monthly price adjustment for Portland cement in concrete, the price of:

One-Thousand Dollars Allowance = \$ 1000  
(\$1,000.00 )

TOTAL AMOUNT OF BID – Items 113.1 through 999.7

\_\_\_\_\_ dollars

(words)

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

(figures)

5.2 This Bid includes Addenda numbered \_\_\_\_\_.

#### ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of this Bid:

- A. Bid deposit in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), consisting of a bid bond in the amount of five percent of the total amount of Bid
- B. Statement of Bidder's Qualifications
- C. List of Project References
- D. Certification of Non-Collusion
- E. Tax Compliance Certification
- F. Public Contracts - Debarment
- G. Evidence of authority to sign (Certificate of Vote of Authorization)
- H. Bad Boy By-Law Affidavit
- I. A list of adversarial proceedings in which the bidder is or was a party within the past 5 years that relate to the procurement or performance of any public or private construction contract together with a brief statement as to outcome if concluded or status if pending.
- J. A list of any projects on which the firm was terminated or failed to complete the work within the past 5 years, including a brief explanation for each instance listed.
- K. Evidence of Bidder's qualifications in accordance with Article 3 of Section 00200

ARTICLE 8 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

*(where applicable)*

END OF SECTION

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End\DIV 00\00410-UP.docx

**ATTACHMENTS TO THE BID FORM**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:
2. Permanent main office address:
3. When organized:
4. If a corporation, where incorporated:
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed (on Similar Project Work Form – next page).
10. Experience in construction work similar in importance to this project.
11. List your major equipment available for this contract:
12. Background and experience of the principal members of your organization, including the officers:
13. Credit available: \_\_\_\_\_
14. Give bank references: \_\_\_\_\_
15. Proposed Surety
  - a. Name: \_\_\_\_\_
  - b. Home Office Address: \_\_\_\_\_
  - c. Agent's Name & Address: \_\_\_\_\_
16. Will you, upon request, fill out a detailed financial statement and furnish other information that may be required by the Owner or the Engineer?
17. The undersigned hereby authorizes and requests the person, firm or corporation to furnish any information requested by the Owner or the Engineer in verification of recitals comprising this Statement of Bidder's Qualifications.

**SIMILAR PROJECT WORK**

1. Project Name: \_\_\_\_\_
  - A. Address of Work: \_\_\_\_\_
  - B. Completion Date: \_\_\_\_\_
  - C. Owner/Engineer Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_
  - D. Value of Work: \_\_\_\_\_
  - E. Description of Work: \_\_\_\_\_  
\_\_\_\_\_
2. Project Name: \_\_\_\_\_
  - A. Address of Work: \_\_\_\_\_
  - B. Completion Date: \_\_\_\_\_
  - C. Owner/Engineer Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_
  - D. Value of Work: \_\_\_\_\_
  - E. Description of Work: \_\_\_\_\_  
\_\_\_\_\_
3. Project Name: \_\_\_\_\_
  - A. Address of Work: \_\_\_\_\_
  - B. Completion Date: \_\_\_\_\_
  - C. Owner/Engineer Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_
  - D. Value of Work: \_\_\_\_\_
  - E. Description of Work: \_\_\_\_\_

**CERTIFICATION OF NON-COLLUSION**

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

By: \_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

\_\_\_\_\_  
Date

**TAX COMPLIANCE CERTIFICATION**

**Qualification and Taxes:** The Contractor represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits. Pursuant to MGL C.62C, S.49A, the Contractor has complied with all laws of the Commonwealth pertaining to taxes.

**Employment Security Contributions and Compulsory Workers' Compensation Insurance:** Pursuant to MGL C.151A, S.19 and MGL C.152, the Contractor certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

**Contractor**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PUBLIC CONTRACTS – DEBARMENT**  
**Chapter 550, Acts of 1991**

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

**Contractor**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, \_\_\_\_\_ is: (CHECK ONE)  
(Name of Company/Consultant/Corporation)

\_\_\_\_\_ A. a corporation formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the corporate by-laws,  
\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

\_\_\_\_\_ B. a limited liability company or a partnership formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the limited liability company agreement or partnership agreement,  
\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

\_\_\_\_\_ C. is a sole proprietorship owned and operated exclusively by the undersigned.  
\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

\_\_\_\_\_  
Signature:  
**(Must be signed by Corporate Officer, Partner, or Sole Proprietor)**

\_\_\_\_\_  
Print Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BAD BOY BY-LAW AFFIDAVIT**

I, \_\_\_\_\_, on oath state that neither I nor any employees, officers, or directors of \_\_\_\_\_ have been convicted of any violations described as follows:

- a) Bribery or attempting to bribe a public officer or employee of the Town of North Andover, the State of Massachusetts, or any other public entity, including but not limited to the Government of the United States, any state, any local government authority in the United States in that officer's or employee's capacity, or
- b) An agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise.

I further state that neither I nor any of the employees, officers or directors of \_\_\_\_\_ have made an admission of guilt of such conduct in paragraphs (a) or (b) above, which is a matter of record, but has been prosecuted for conduct, has made an admission of guilt or such conduct which term shall be construed to include a plea of nolo contendere.

\_\_\_\_\_  
Signature

This affidavit in the case of a business entity shall be executed by, in the case of partnership, the general partner(s), and the case of a corporation, the president.

Signed under the pains and penalties of perjury this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### BID

Bid Due Date:

Description (*Project Name— Include Location*):

### BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

#### BIDDER

#### SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00520

CONSTRUCTION CONTRACT

CONTRACT NO. \_\_\_\_\_

VENDOR NO. \_\_\_\_\_

**PUBLIC WORKS CONSTRUCTION CONTRACT WITH THE TOWN OF NORTH ANDOVER**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a domestic profit corporation duly authorized by law and having a principal place of business at \_\_\_\_\_, hereinafter called "CONTRACTOR", and the Town of North Andover, (TOWN) a municipal corporation duly established by law and located on 120 Main Street, North Andover, MA, Essex County, in the Commonwealth of Massachusetts.

WHEREAS, the TOWN issued its Invitation for Bids for \_\_\_\_\_; and

WHEREAS, the CONTRACTOR represents that it is duly qualified in this field, and has agreed to perform such services for the TOWN; and

WHEREAS, the TOWN has accepted the CONTRACTOR'S offer.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

-1-

The CONTRACTOR agrees that it will furnish all equipment, labor, plant, materials, and components, installing all systems and appurtenances, and performing all work shown on the Drawings and described in the Specifications of the Stevens Street Culvert Rehabilitation project, as directed by the Town, during the period commencing upon execution and terminating\_\_\_\_\_, and will perform such work in a good workmanlike manner. The Work will be substantially completed on or before November 15<sup>th</sup>, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 1<sup>st</sup>, 2026. Time is of the essence for this Contract. Any extensions of time must be in writing and are at the sole discretion of the TOWN.

-2-

The Bid, the Invitation for Bid, the Bid Deposit, the Specifications, Fifty (50%) percent Payment Bond, all required Certifications, all Insurance Binders, and the Schedule of Minimum Wage Rates, as established by the Director of the Department of Labor Standards in the Executive Office of Labor and Workforce Development, are incorporated herein and made a part of this CONTRACT.

-3-

Total payments under this CONTRACT shall not exceed \$ \_\_\_\_\_. This Contract is expressly subject to and contingent upon an appropriation of funds.

-4-

The TOWN agrees to use best efforts to pay for services within thirty (30) days of receiving an invoice, so long as all services provided are sufficiently detailed in the invoice, and that the invoice has filed with the contracting department. Any payment under this Contract shall not constitute or be deemed a waiver, relinquishment, release, or abandonment of any claim which the TOWN may have against the CONTRACTOR for breach of this Contract.

-5-

The CONTRACTOR agrees that no obligation shall be considered to have incurred under this CONTRACT unless and until a purchase order shall have been duly issued and approved, and further, that the obligation incurred shall be limited to the amount set forth in purchase order or purchase orders duly issued and approved.

-6-

The work to be done under this CONTRACT, including all the necessary labor, equipment, tools, appliances and materials in connection therewith must, in all respects, notwithstanding any provision herein to the contrary or inconsistent therewith, meet with the approval of the said Department Head. The CONTRACTOR states that it is qualified, and is in all relevant aspects, in good standing. The CONTRACTOR certifies that performance under this Contract will meet ethical business standards and good stewardship of taxpayer and public funding to prevent waste or abuse.

-7-

No laborer, workman or mechanic, working within the Commonwealth, in the employ of the CONTRACTOR, or any subcontractor authorized under this CONTRACT shall, in connection with the work to be done under this CONTRACT, be required or requested to work more than eight (8) hours in any one (1) calendar day, or more than forty-eight (48) hours in any one (1) week, except in cases of extraordinary emergency, unless otherwise provided by law.

-8-

The CONTRACTOR shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation (MGL c.152), Public Liability, and Property Damage Insurance, including contractual liability coverage. All insurance shall be for policy limits acceptable to the TOWN; all required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form (incorporated into and made a part of this agreement); and before commencement of work

hereunder the CONTRACTOR agrees to furnish the TOWN with certificate(s) of insurance or other evidence satisfactory to the TOWN. The certificates shall contain the following express obligations: "In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder. Where notice is not provided by CONTRACTOR's insurer, the notice will be provided by the CONTRACTOR." The TOWN shall be named as an additional insured under each policy or policies, except Workers' Compensation.

For the purpose of the Contract, the CONTRACTOR shall carry the following types of insurance in at least the limits specified below.

Workers' Compensation – the required statutory amount

Employer's Liability – \$500,000

Bodily Injury & Property Damage Liability Except Automobile – \$500,000

Automobile Bodily Injury & Property Damage Liability – \$1,000,000 combined single limit for each accident.

Excess Umbrella Liability – \$5,000,000 for each occurrence

-9-

It is further agreed by the CONTRACTOR that, in the event the TOWN is sued in a court of law or equity, or demand is made upon the TOWN for payment of any damages arising out of the CONTRACTOR'S performance or non-performance of this Contract, then the CONTRACTOR, without reservation, shall indemnify and hold harmless the TOWN against any and all claims arising out of the CONTRACTOR'S performance or non-performance of the CONTRACT.

To the full extent permitted by law, no official, employee, agent or representative of the TOWN of North Andover shall be individually or personally liable on any obligation of the TOWN under this Contract.

-10-

The CONTRACTOR agrees that the cost of Liquidated Damages shall be a fixed amount of ONE THOUSAND and 00/100 DOLLARS (\$1,000.00) for each consecutive calendar day the CONTRACTOR is in default of the Time for Completion condition for this contract.

-11-

This Contract is subject to all laws of the Commonwealth of Massachusetts, federal, state and local, which are applicable to this Contract or work with a public entity; and it is presumed that the CONTRACTOR is cognizant thereof. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

-12-

The CONTRACTOR agrees to comply with all the provisions of General Laws, Chapter 30, Sections 39M and 39N, and Chapter 149, Sections 26 and 27, and all related sections, including amendments thereto, in performing all work under this CONTRACT, and the provisions of said sections are made a part of this CONTRACT and are to be considered as covenants, terms and conditions hereof as though all the provisions were specifically incorporated herein, and the provisions of the said sections shall apply even though it may appear they are not applicable to the work of the type to be performed under this CONTRACT. The said CONTRACTOR agrees to pay the Wage Scale, as established by the Director of the Department of Labor Standards in the Executive Office of Labor and Workforce Development, a copy of which was provided with the Invitation for Bids and the CONTRACTOR further agrees that, in the event that there are to be employees of classifications other than those specifically stated herein engaged in the work to be performed under this CONTRACT, to submit a list of the additional classifications of those to be employed to the said Facilities Director, and the said CONTRACTOR agrees that it will pay the Schedule of Wages, as determined by the said Director of the Department of Labor Standards in the Executive Office of Labor and Workforce Development, under the provisions of General Laws, Chapter 149, Section 27, and the amendments thereto.

-13-

The CONTRACTOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.151, §1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The CONTRACTOR will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws c.149, §§26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The CONTRACTOR will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the TOWN with the information described in General Laws c.149, §27B.

-14-

The CONTRACTOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The CONTRACTOR shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment

because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

-15-

The CONTRACTOR shall give its personal attention constantly to the faithful performance of the work and shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the TOWN.

Any subcontract entered into by the CONTRACTOR for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the TOWN and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the CONTRACTOR from any duty, obligation, responsibility or liability arising under this Contract. The TOWN is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

-16-

This Contract shall not be in force until the CONTRACTOR has executed and delivered to the TOWN and until the TOWN has accepted a Payment Bond in the amount of fifty (50%) percent of the contract price. The Payment Bond shall be secured by and paid for by the CONTRACTOR and shall be issued by a Surety Company satisfactory to the Town. Any filed or non-filed subcontractor is also required post a payment bond based on fifty (50%) percent of their filed or non-filed sub-bid.

This Contract shall not be in force until the CONTRACTOR has executed and delivered to the TOWN and until the TOWN has accepted a Bid Deposit in the amount of five (5%) percent of the contract price. The Bid Deposit shall be secured by and paid for by the CONTRACTOR by a method satisfactory to the Town.

-17-

It is further agreed that the TOWN may terminate this CONTRACT without cause, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party. The TOWN may also terminate this CONTRACT at any time for cause.

-18-

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this

certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

-19-

It is understood and agreed by the TOWN and the CONTRACTOR that a Contract Performance Record Form must be completed on this contract by the Department Head or his designee who is supervising this contract, and such Contract Performance Record Form must be submitted to the TOWN Manager, TOWN Accountant, and Purchasing Agent prior to release of final payment under this contract. If requested by the CONTRACTOR a copy of the Contract Performance Record Form shall be furnished to the CONTRACTOR.

-20-

The CONTRACTOR certifies that any and all taxes and municipal fees due and owing to the TOWN of North Andover have been paid in full.

-21-

All fees for permits or licenses required for this project by the TOWN shall be waived; all others shall be an expense of the CONTRACTOR.

-22-

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the TOWN is required to make under this Contract shall be subject to appropriation or other availability of funds by the TOWN Accountant. The TOWN may immediately terminate or suspend this CONTRACT without liability on the part of the TOWN for damages, penalties or other charges in the event the appropriation funding this CONTRACT is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this CONTRACT.

-23-

This contract is only binding upon, and enforceable against the TOWN if: 1) the Contract is signed by the TOWN Manager or her designee; 2) and endorsed with approval of TOWN Counsel as to form.

At any time during normal business hours, and as often as the TOWN may deem it reasonably necessary, there shall be available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

-24-

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein. Any Amendments to this Contract must be made in writing and executed by all signatories to the original Contract, prior to the effective date of the amendment.

-25-

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the CONTRACTOR shall be deemed sufficient if sent to the address set forth in the Contract and to the TOWN of North Andover by being sent to the TOWN Manager, TOWN Hall, 120 Main Street, North Andover, Massachusetts 01845.

IN WITNESS WHEREOF, the CONTRACTORS and the said TOWN OF NORTH ANDOVER have hereto and to a duplicate and triplicate hereof, caused their corporate seals to be affixed and these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED:

CONTRACTORS

\_\_\_\_\_  
Melissa Murphy-Rodrigues  
TOWN Manager, North Andover

By \_\_\_\_\_  
Fed.I.D. or Social Security No.  
\_\_\_\_\_

APPROVED AS TO FORM:

TOWN OF NORTH ANDOVER

\_\_\_\_\_  
Christine P. O'Connor  
TOWN Counsel

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Lyne Savage  
TOWN Accountant

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

## **CERTIFICATIONS**

### **CERTIFICATE OF NON-COLLUSION**

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

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Company Name

### **CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_, authorized signatory for \_\_\_\_\_  
*Name of individual* *Name of contractor*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of North Andover, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CERTIFICATE OF VOTE

At a duly authorized meeting the Board of Directors of the \_\_\_\_\_ held on \_\_\_\_\_ it was VOTED, THAT

|                 |                    |
|-----------------|--------------------|
| _____<br>(Name) | _____<br>(Officer) |
|-----------------|--------------------|

of \_\_\_\_\_ be and hereby is authorized to execute contracts and bonds in the name and on behalf of said \_\_\_\_\_, and affix its corporate seal hereto; and such execution of any contract or obligation in the name of \_\_\_\_\_ on its behalf by such officer under seal of \_\_\_\_\_, shall be valid and binding upon \_\_\_\_\_.

I hereby certify that I am the clerk of the above named \_\_\_\_\_ and that \_\_\_\_\_ is the duly elected officer as above of said \_\_\_\_\_, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

|                 |                  |
|-----------------|------------------|
| _____<br>(Date) | _____<br>(Clerk) |
|-----------------|------------------|

## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom 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 bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice 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.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *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, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).
- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- 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. *Bonds*: 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 Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), 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;
  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.

#### 2.04 *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 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *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 2.03.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 the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### **3.02 *Reference Standards***

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

#### **3.03 *Reporting and Resolving Discrepancies***

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
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 part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 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; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- 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.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *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 Contract 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 Contract. 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 Contract, whichever date is earlier.

### 4.02 *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 such date.

### 4.03 *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.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *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.
- 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 permanent improvements are to be made 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.

### **5.02 *Use of Site and Other Areas***

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, 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 any such claim, and against all 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 directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

### 5.03 *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 adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
    - 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 Paragraph 13.03; and,

- c. 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.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then 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 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - 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 Paragraph 13.03;
    - c. 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; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. 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 (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, 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. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond 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 the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the 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 Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, 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 or Contractor as trustee or fiduciary, 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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 builder's risk insurance and any other property insurance applicable to the Work.

## 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01   *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.
- 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.

### **7.02   *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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.03   *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work 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.

#### 7.04 "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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, 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;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - 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.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. 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:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) 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
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. 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 the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *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.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *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.

#### 7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and 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 such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

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

#### 7.12 *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, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - 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 7.12.A.2 or 7.12.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 at its expense (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 protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *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.

#### 7.14 *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.

#### 7.15 *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.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the 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 and equipment 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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- 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 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall 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 7.16.D.

3. 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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

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 or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *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 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;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 7.18.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 7.18.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.

#### 7.19 *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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) 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 any such claims, and against all 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 damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

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

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03    *Furnish Data***

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

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05    *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06    *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07    *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *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 (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- 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.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *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.

10.02 *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 10.08. 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.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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 15.06.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 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.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 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. 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;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *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.

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, 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, and 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 13.01.
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 6.05), 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.

C. *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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here 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 Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

## 13.02 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*: Contractor agrees that:
  - 1. 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
  - 2. 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*: 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.

### 13.03 *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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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 the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *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, then 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.

#### 14.07 *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, 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, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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, a warehouse bond, 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.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 13.03, 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; 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 money 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 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. 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;
  - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. 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 punch list.

#### 15.04 *Partial Use or Occupancy*

- 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. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.05 regarding builder's risk or other property insurance.

#### 15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *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, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds 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.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *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; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) 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 16.03.
- 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *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, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract 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.

### **18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

## SECTION 00800

## SUPPLEMENTARY CONDITIONS

## PART 1 AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in the Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Add the following language at the end of the first sentence of paragraph 1.01A.40:

or has been completed except for work having a contract price of less than one percent of the then adjusted total Contract Price.

## ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Delete paragraph 2.02A in its entirety.

## ARTICLE 3 –DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Replace paragraph 3.01E with the following paragraph:

3.01E In the event of conflicts, inconsistencies or discrepancies among the Contract Documents, to the extent applicable, the better quality or greater quantity of work shall be provided without change to the Contract Price. In the event of such conflicts, inconsistencies or discrepancies which do not relate to the quality or quantity of work, the Contractor shall request clarifications or interpretations from the Engineer as provided herein.

SC-3.01 Add the following new paragraph immediately after paragraph 3.01E:

3.01F Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

SC-4.01 Delete paragraph 4.01A in its entirety and insert the following in its place:

4.01A The Contract Times will commence to run on the date specified in the Notice to Proceed.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC-5.06 Delete Paragraphs 5.06A and 5.06B in their entirety and insert the following:

5.06A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.

5.06B. Not used.

**ARTICLE 6 - BONDS AND INSURANCE**

SC-6.03 Add the following new paragraph immediately after paragraph 6.03B.3:

6.03B.4 Insurance certificate(s) shall also contain the following:

1. Confirmation that the General Liability policy covers only the Work under this Contract, with project specific limits.
2. Confirmation that automobile insurance covers all Scheduled, Hired and Non-Owned vehicles.
3. Names of all additional insureds as specified herein.

SC-6.03 Add the words “and Paragraph 6.04” after the words “Paragraph 6.03” in Paragraph 6.03I.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

6.03.K Refer to *Division 1 Section 00520 Article 8* for further insurance requirements. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the amounts listed in the referenced article or greater where required by Laws and Regulations.

1. Additional Insureds: In addition to Owner, include as additional insureds the following: Tighe & Bond (53 Southampton Rd, Westfield, MA 01085)

SC-6.04 Delete paragraph 6.04 in its entirety and insert the following in its place:

6.04 Contractor shall purchase and maintain a separate Owner’s Protective Liability policy, issued to Owner at the expense of Contractor, including Owner as named insured. This insurance shall provide coverage for not less than the amounts listed in *Division 1 Section 00520 Article 8*

- A. Insurance coverage for the Contractor's Comprehensive General and Excess Liability policies and for the Owner's Protective Liability policy shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.
- B. The Owner's Protective Liability policy shall protect from claims which may arise from operations under the Contract, including operations performed for a named insured by independent contractors and general inspection or monitoring by a named insured. The policy also shall protect against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

SC -6.05 Delete Section 6.05 in its entirety and insert the following in its place:  
6.05 Not used.

#### ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Add the following new paragraphs immediately after paragraph 7.02B.

7.02C Whenever Owner shall notify Contractor in writing that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.

7.02D Refer to *Division 1 Section 00520 Article 7* for work hour restrictions.

SC-7.06 Add the following language at the end of paragraph 7.06O.2:

Contractor shall make payments to Subcontractors in accordance with Massachusetts General Law Chapter 30, Section 39F which is referenced in PART II of these Supplementary Conditions.

SC-7.07 Delete paragraph 7.07B in its entirety and replace it with the following:

7.07B Not used.

SC-7.08 Delete the word "Owner" in the last sentence of Paragraph 7.08A and replace with the word "Contractor."

SC-7.08 Add the following new paragraph immediately after paragraph SC-7.08A:

7.08B The Owner has obtained the following permits and approvals for the Project. The Contractor is required to comply with the permit provisions. Copies of the permits are appended to this section.

- A. North Andover Conservation Commission Order of Conditions

B. Army Corps of Engineers Section 404 Pre-Construction Notification

SC-7.09 Add the following sentence at the end of paragraph 7.09.A.

All materials provided under this Contract are exempt from the Sales and Use Taxes of the Commonwealth of Massachusetts. The exemption certificate will be provided to the Contractor.

SC-7.10 Add the following new paragraph immediately after paragraph 7.10C.

7.10D Contractor shall comply with all applicable provisions of Chapter 30, Section 39R of the Massachusetts General Laws regarding Contractor's records.

SC-7.18 Add the following new paragraph immediately after paragraph 7.18.C.

7.18D If, through acts of neglect on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any such damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify, defend, and save harmless Owner against any such claim.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

SC-11.06 Insert the following sentence at the end of Paragraph 11.06.A.2:

If Engineer does not take action on the Change Proposal and neither Owner nor Contractor submit a letter to the other party indicating that the Change Proposal is deemed denied, then the Change Proposal shall be deemed denied after 60 days of Engineer's receipt of the Contractor's supporting data, thereby commencing the time for appeal of the denial under Article 12.

**ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

SC-13.01 Delete the word “superintendents,” in the second sentence after the word “limitation,” in paragraph 13.01B.1.

SC-13.01 Delete paragraph 13.01B.5.c in its entirety and replace with the following:

- 13.01B.5.c The fair rental and operating cost of all machinery and equipment used on the extra work for the period of such use. The fair rental and operating cost for all machinery and equipment shall be based upon the most recent edition of “Rental Rate Bluebook for Construction Equipment” (the “Bluebook”), published by Equipment Watch (equipmentwatch.com), or a similar publication approved by Engineer and adjusted for regional and age adjustments as specified in the “Bluebook.” Rental periods corresponding to the overall period of use shall be used, except if a piece of equipment used on extra work is already on the job, or has previously been rented for a long period of time (months), then the long-term rental rate (monthly) shall be used in determining costs. The hourly rental rate for long-term rental equipment will be determined by the monthly rental rate divided by 176.

For the situation where equipment is on the job and available for use but cannot be used due to a delay or suspension of a portion or all of the Contract activities, a rental standby rate may be paid if the Contractor can conclusively demonstrate to the satisfaction of the Engineer that: (1) the equipment cannot be used elsewhere on the Project or demobilized and remobilized at a cost lower than the cost of standby time, (2) that the equipment cannot be put in use due to factors beyond the Contractor’s control, and (3) the equipment on standby would have been used as part of the Work that is suspended or put on hold. The standby rate will be calculated as no more than 50% of the rental rate as listed in the “Bluebook” and adjusted for regional and age adjustments. Lesser standby rates may apply if the Owner or Engineer can demonstrate that the Contractor’s standby cost is less than this rate. The standby rate will not include operating costs. A standby rate will not be paid for equipment which is being employed for portions of the Work which are still underway. A standby rate will also not be paid for equipment which is readily demobilized including construction equipment categorized as “shop tools” or “miscellaneous” in the “Bluebook.” Standby rates for durations of less than four hours will not be considered.

SC-13.01 Insert in the first sentence after the word “architects,” the word “superintendents,” in paragraph 13.01C.1

SC-13.01 Add the following new paragraph immediately after paragraph 13.01C.5:

13.01C.6 Costs of or rental of small tools; costs of or rental of buildings.

#### ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Insert after the word “notice” the words “(minimum 24 hours)” in paragraph 14.02A.

SC-14.03 Delete paragraph 14.03B in its entirety and replace with the following:

14.03B *Engineer's Authority:* At any time during the progress of the Work, Engineer shall have the authority to determine whether Work is defective, and reject defective Work, even though such work has been previously inspected and paid for.

SC-14.06 Add the following new paragraph immediately after paragraph 14.06A.

14.06B If Owner stops work under Paragraph 14.06, Contractor shall not be entitled to an extension of Contract Time nor to an increase in Contract Price.

#### ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Insert the following sentence at the end of paragraph 15.01B.1:

The Certificate of Insurance for stored materials must list Tighe & Bond and the Town of North Andover as additional insureds.

SC-15.01 Delete paragraph 15.01C.1 in its entirety and insert the following in its place:

15.01C.1 Progress Payments will be made in accordance with Massachusetts General Law Chapter 30, Section 39G, which is referenced in Part II of these Supplementary Conditions.

SC-15.01 Delete paragraph 15.01D.1 in its entirety and insert the following in its place:

15.01D.1 Progress Payments will be made in accordance with Massachusetts General Law Chapter 30, Section 39G, which is referenced in Part II of these Supplementary Conditions.

SC-15.03 Delete the second sentence in Paragraph 15.03A in its entirety.

SC-15.03 Add the following new paragraph immediately after paragraph 15.03A:

15.03A.1 Substantial Completion shall be as defined in Chapter 30, Section 39G of the Massachusetts General Laws.

SC-15.03 Delete paragraph 15.03C in its entirety and insert the following in its place:

15.03C If, after consultation with Owner, Engineer considers and the Owner agrees that the Work is substantially complete, Engineer will prepare and deliver to Contractor, in a form approved by Owner, a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be included with the certificate a list of items to be completed or corrected before final payment.

SC-15.03 Delete the word "preliminary" from paragraph 15.03D.

SC-15.03 Add the following new paragraph immediately after paragraph 15.03F:

15.03G. The procedure for Substantial Completion shall be in accordance with Chapter 30, Section 39G of the Massachusetts General Laws.

SC-15.04 Add the following new paragraph immediately after paragraph 15.04A.3:

15.04A.4 Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 15.04.A.4 shall be renumbered to 15.04.A.5

SC-15.06 Delete paragraph 15.06.D in its entirety and insert the following in its place:

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, or other time period in accordance with applicable laws and regulations, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

## ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

SC-16.01 Delete paragraph 16.01.A in its entirety and insert the following in its place:

16.01.A Owner may order, at any time and without cause, suspension of the Work in accordance with Massachusetts General Law Chapter 30, Section 39O, which is referenced in Part II of the Supplementary Conditions.

SC- 16.02 Add the following new paragraph immediately after paragraph 16.02.A.4:

16.02.A.5 If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

#### ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following paragraph after paragraph 17.01:

17.02 Venue

A. Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

#### ARTICLE 18 - MISCELLANEOUS

SC-18.08 Add the following new paragraphs immediately after paragraph 18.08.

18.09 Wage Rates

- A. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be a part of these Contract Documents. Copies of the wage schedules are included in Part II of these Supplementary Conditions. If it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation.
- B. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the schedules shall be resolved by Contractor.
- C. Per MGL Chapter 149, Section 27, Contractor shall comply with annual updates to the prevailing wage schedule which shall be effective on the anniversary date of the execution of the Contract.
- D. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the work.

## PART II – FEDERAL AND STATE GOVERNMENT PROVISIONS

Federal and State Government Provisions referenced or 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 3.01.F of the Supplementary Conditions.

### 1.0 FEDERAL GOVERNMENT PROVISIONS

- 1.1 Labor Standards Provisions for Federal and Federally Assisted Contracts
- 1.2 Federal Wage Rates
- 1.2 FmHA Compliance Statement
- 1.4 FmHA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- 1.5 FmHA Certification for Contracts, Grants and Loans
- 1.6 FmHA Supplemental General Conditions EOCD

### 2.0 COMMONWEALTH OF MASSACHUSETTS PROVISIONS

- 2.1 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.
- 2.2 Refer to *Division 1 Section 00520 Article 7*.
- 2.3 Massachusetts General Laws
  - 2.3.1 Chapter 30, Section 39F
  - 2.3.2 Chapter 30, Section 39G
  - 2.3.3 Chapter 30, Section 39I
  - 2.3.4 Chapter 30, Section 39J
  - 2.3.5 Chapter 30, Section 39K
  - 2.3.6 Chapter 30, Section 39L
  - 2.3.7 Chapter 30, Section 39M
  - 2.3.8 Chapter 30, Section 39N
  - 2.3.9 Chapter 30, Section 39O

- 2.3.10 Chapter 30, Section 39P
- 2.3.11 Chapter 30, Section 39Q
- 2.3.12 Chapter 30, Section 39R
- 2.3.13 Chapter 44, Section 31C
- 2.3.14 Chapter 82, Section 40
- 2.3.15 Chapter 149, Section 34
- 2.3.16 Chapter 149, Section 44F
- 2.3.17 Chapter 149, Section 44G
- 2.3.18 Chapter 149, Section 44J
- 2.4 520 CMR 14.00 Excavation Trench Safety
- 2.5 State Wage Rates
- 2.6 Massachusetts Construction Grants Policy Memoranda
- 2.7 Conservation Commission Order of Conditions

END OF SECTION

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**ATTACHMENTS TO SUPPLEMENTARY CONDITIONS**

**ATTACHMENT A  
MASSACHUSETTS STATE WAGE RATES**



**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

|                             |                                                                                                                                                                                                                        |                                 |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Awarding Authority:</b>  | Town of North Andover                                                                                                                                                                                                  | <b>City/Town:</b> NORTH ANDOVER |
| <b>Contract Number:</b>     |                                                                                                                                                                                                                        |                                 |
| <b>Description of Work:</b> | Partial demo and reconstruction of the existing stone headwalls with cast-in-place concrete headwalls, lining the existing concrete culvert with CIPP lining, and selective reconstruction of the road and guardrails. |                                 |
| <b>Job Location:</b>        | Stevens Street, North Andover                                                                                                                                                                                          |                                 |

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**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<br>Unemployment | Total<br>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                                              | 1/1/2024       | \$117.16  | \$10.08 | \$11.62 | \$12.67 | \$0.00                       | \$151.53      |
| PILE DRIVER LOCAL 56                                               |                |           |         |         |         |                              |               |
| PILE DRIVER LOCAL 56 (ZONE 1)                                      |                |           |         |         |         |                              |               |
| 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 REMOVER - PIPE / MECH. EQUIPT.                            | 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 (BOSTON)                           |                |           |         |         |         |                              |               |
| 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<br>Unemployment | Total<br>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 | \$65.80 | \$11.49 | \$15.57 | \$8.02 | \$0.00 | \$100.88 |
| BRICKLAYERS LOCAL 3                                          | 8/1/2025 | \$67.95 | \$11.49 | \$15.57 | \$8.02 | \$0.00 | \$103.03 |
| BRICKLAYERS LOCAL 3 (LYNN)                                   | 2/1/2026 | \$69.30 | \$11.49 | \$15.57 | \$8.02 | \$0.00 | \$104.38 |
|                                                              | 8/1/2026 | \$71.50 | \$11.49 | \$15.57 | \$8.02 | \$0.00 | \$106.58 |
|                                                              | 2/1/2027 | \$72.90 | \$11.49 | \$15.57 | \$8.02 | \$0.00 | \$107.98 |

| 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   | \$32.90              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$67.98    |
| 2                                                                        | 60.00   | \$39.48              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$74.56    |
| 3                                                                        | 70.00   | \$46.06              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$81.14    |
| 4                                                                        | 80.00   | \$52.64              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$87.72    |
| 5                                                                        | 90.00   | \$59.22              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$94.30    |

| 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   | \$33.98              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$69.06    |
| 2                                                                        | 60.00   | \$40.77              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$75.85    |
| 3                                                                        | 70.00   | \$47.57              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$82.65    |
| 4                                                                        | 80.00   | \$54.36              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$89.44    |
| 5                                                                        | 90.00   | \$61.16              | \$11.49 | \$15.57 | \$8.02  | \$0.00                    | \$96.24    |

|                             |           |         |         |         |        |        |         |
|-----------------------------|-----------|---------|---------|---------|--------|--------|---------|
| 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 |

**Construction**

| Classification                                             | Effective Date | Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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<br>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<br>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<br>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<br>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<br>Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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 |
|-----------------------------------------------------------------|----------------|----------------------|--------|---------|---------|---------------------------|------------|
| <b>Apprentice: CARPENTER</b><br><b>Effective Date: 9/1/2025</b> |                |                      |        |         |         |                           |            |
| 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                              |                |                      |        |         |         |                           |            |

| <b>Apprentice: CARPENTER WOOD FRAME</b><br><b>Effective Date: 10/1/2024</b> |         |                      |        |         |         |                           |            |
|-----------------------------------------------------------------------------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| 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    |

| <b>Apprentice: CARPENTER WOOD FRAME</b><br><b>Effective Date: 10/1/2025</b> |         |                      |        |         |         |                           |            |
|-----------------------------------------------------------------------------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| 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 |
|---------------------------|----------|---------|---------|---------|--------|--------|---------|

**Construction**

| Classification             | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|----------------------------|----------------|-----------|--------|---------|---------|------------------------------|---------------|
| BRICKLAYERS LOCAL 3        |                |           |        |         |         |                              |               |
| BRICKLAYERS LOCAL 3 (LYNN) |                |           |        |         |         |                              |               |

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

| Step | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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<br>Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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<br>Unemployment | Total<br>Rate |      |         |                         |        |         |         |                              |               |   |       |         |        |        |        |        |         |   |       |         |        |         |        |        |         |   |       |         |        |         |        |        |         |   |       |         |        |         |        |        |         |   |       |         |        |         |         |        |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------|--------|---------|---------|------------------------------|---------------|------|---------|-------------------------|--------|---------|---------|------------------------------|---------------|---|-------|---------|--------|--------|--------|--------|---------|---|-------|---------|--------|---------|--------|--------|---------|---|-------|---------|--------|---------|--------|--------|---------|---|-------|---------|--------|---------|--------|--------|---------|---|-------|---------|--------|---------|---------|--------|---------|
| <div>Apprentice: DELEADER (BRIDGE)</div> <div>Effective Date: 1/1/2025</div> <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice<br/>Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental<br/>Unemployment</th><th>Total<br/>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<br>Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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<br>Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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<br>Unemployment | Total<br>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 | \$10.04 | \$0.00                       | \$109.85      |
| PILE DRIVER LOCAL 56                                                                                                                            |                |           |         |         |         |                              |               |
| PILE DRIVER LOCAL 56 (ZONE 1)                                                                                                                   |                |           |         |         |         |                              |               |
| 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       | \$55.79   | \$10.08 | \$11.62 | \$12.67 | \$0.00                       | \$90.16       |
| PILE DRIVER LOCAL 56                                                                                                                            |                |           |         |         |         |                              |               |
| PILE DRIVER LOCAL 56 (ZONE 1)                                                                                                                   |                |           |         |         |         |                              |               |
| 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 1)                                                                                                                   |                |           |         |         |         |                              |               |
| 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 1)                                                                                                                   |                |           |         |         |         |                              |               |
| 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                                                                                                                                     | 3/1/2025       | \$64.26   | \$13.00 | \$14.31 | \$8.72  | \$0.00                       | \$100.29      |
| ELECTRICIANS LOCAL 103                                                                                                                          | 9/1/2025       | \$66.17   | \$13.00 | \$14.37 | \$8.72  | \$0.00                       | \$102.26      |

**Construction**

| Classification         | Effective Date | Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|------------------------|----------------|-----------|---------|---------|---------|------------------------------|---------------|
| ELECTRICIANS LOCAL 103 | 3/1/2026       | \$67.37   | \$13.00 | \$14.40 | \$8.72  | \$0.00                       | \$103.49      |
|                        | 9/1/2026       | \$69.28   | \$13.00 | \$14.46 | \$8.72  | \$0.00                       | \$105.46      |
|                        | 3/1/2027       | \$70.47   | \$13.00 | \$14.49 | \$8.72  | \$0.00                       | \$106.68      |
|                        | 9/1/2027       | \$72.39   | \$13.00 | \$14.55 | \$8.72  | \$0.00                       | \$108.66      |
|                        | 3/1/2028       | \$73.59   | \$13.00 | \$14.59 | \$8.72  | \$0.00                       | \$109.90      |

| Apprentice: ELECTRICIAN  |         |                         |         |         |         |                              |               |
|--------------------------|---------|-------------------------|---------|---------|---------|------------------------------|---------------|
| Effective Date: 3/1/2025 |         |                         |         |         |         |                              |               |
| Step                     | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
| 1                        | 40.00   | \$25.70                 | \$13.00 | \$0.77  | \$0.00  | \$0.00                       | \$39.47       |
| 2                        | 40.00   | \$25.70                 | \$13.00 | \$0.77  | \$0.00  | \$0.00                       | \$39.47       |
| 3                        | 45.00   | \$28.92                 | \$13.00 | \$13.25 | \$3.92  | \$0.00                       | \$59.09       |
| 4                        | 45.00   | \$28.92                 | \$13.00 | \$13.25 | \$3.92  | \$0.00                       | \$59.09       |
| 5                        | 50.00   | \$32.13                 | \$13.00 | \$13.34 | \$4.36  | \$0.00                       | \$62.83       |
| 6                        | 55.00   | \$35.34                 | \$13.00 | \$13.44 | \$4.80  | \$0.00                       | \$66.58       |
| 7                        | 60.00   | \$38.56                 | \$13.00 | \$13.54 | \$5.23  | \$0.00                       | \$70.33       |
| 8                        | 65.00   | \$41.77                 | \$13.00 | \$13.63 | \$5.67  | \$0.00                       | \$74.07       |
| 9                        | 70.00   | \$44.98                 | \$13.00 | \$13.73 | \$6.10  | \$0.00                       | \$77.81       |
| 10                       | 75.00   | \$48.20                 | \$13.00 | \$13.83 | \$6.54  | \$0.00                       | \$81.57       |

| Apprentice: ELECTRICIAN  |         |                         |         |         |         |                              |               |
|--------------------------|---------|-------------------------|---------|---------|---------|------------------------------|---------------|
| Effective Date: 9/1/2025 |         |                         |         |         |         |                              |               |
| Step                     | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
| 1                        | 40.00   | \$26.47                 | \$13.00 | \$0.79  | \$0.00  | \$0.00                       | \$40.26       |
| 2                        | 40.00   | \$26.47                 | \$13.00 | \$0.79  | \$0.00  | \$0.00                       | \$40.26       |
| 3                        | 45.00   | \$29.78                 | \$13.00 | \$13.27 | \$3.92  | \$0.00                       | \$59.97       |
| 4                        | 45.00   | \$29.78                 | \$13.00 | \$13.27 | \$3.92  | \$0.00                       | \$59.97       |
| 5                        | 50.00   | \$33.09                 | \$13.00 | \$13.37 | \$4.36  | \$0.00                       | \$63.82       |
| 6                        | 55.00   | \$36.39                 | \$13.00 | \$13.47 | \$4.80  | \$0.00                       | \$67.66       |
| 7                        | 60.00   | \$39.70                 | \$13.00 | \$13.57 | \$5.23  | \$0.00                       | \$71.50       |
| 8                        | 65.00   | \$43.01                 | \$13.00 | \$13.67 | \$5.67  | \$0.00                       | \$75.35       |
| 9                        | 70.00   | \$46.32                 | \$13.00 | \$13.77 | \$6.10  | \$0.00                       | \$79.19       |
| 10                       | 75.00   | \$49.63                 | \$13.00 | \$13.87 | \$6.54  | \$0.00                       | \$83.04       |

|                               |          |         |         |         |        |        |          |
|-------------------------------|----------|---------|---------|---------|--------|--------|----------|
| ELEVATOR CONSTRUCTOR          | 1/1/2022 | \$65.62 | \$16.03 | \$10.71 | \$9.50 | \$0.00 | \$101.86 |
| ELEVATOR CONSTRUCTORS LOCAL 4 |          |         |         |         |        |        |          |
| ELEVATOR CONSTRUCTORS LOCAL 4 |          |         |         |         |        |        |          |

| Apprentice: ELEVATOR CONSTRUCTOR |         |                         |         |         |         |                              |               |
|----------------------------------|---------|-------------------------|---------|---------|---------|------------------------------|---------------|
| Effective Date: 1/1/2022         |         |                         |         |         |         |                              |               |
| Step                             | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
| 1                                | 50.00   | \$32.81                 | \$16.03 | \$0.00  | \$0.00  | \$0.00                       | \$48.84       |
| 2                                | 55.00   | \$36.09                 | \$16.03 | \$10.71 | \$9.50  | \$0.00                       | \$72.33       |

## Construction

| Classification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Effective Date | Base Wage            | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|---------|---------|---------|---------------------------|------------|------|---------|----------------------|--------|---------|---------|---------------------------|------------|---|-------|---------|---------|---------|--------|--------|---------|---|-------|---------|---------|---------|--------|--------|---------|---|-------|---------|---------|---------|--------|--------|---------|
| <div>Apprentice: ELEVATOR CONSTRUCTOR</div> <div>Effective Date: 1/1/2022</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>65.00</td><td>\$42.65</td><td>\$16.03</td><td>\$10.71</td><td>\$9.50</td><td>\$0.00</td><td>\$78.89</td></tr><tr><td>4</td><td>70.00</td><td>\$45.93</td><td>\$16.03</td><td>\$10.71</td><td>\$9.50</td><td>\$0.00</td><td>\$82.17</td></tr><tr><td>5</td><td>80.00</td><td>\$52.50</td><td>\$16.03</td><td>\$10.71</td><td>\$9.50</td><td>\$0.00</td><td>\$88.74</td></tr></tbody></table> |                |                      |         |         |         |                           |            | Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate | 3 | 65.00 | \$42.65 | \$16.03 | \$10.71 | \$9.50 | \$0.00 | \$78.89 | 4 | 70.00 | \$45.93 | \$16.03 | \$10.71 | \$9.50 | \$0.00 | \$82.17 | 5 | 80.00 | \$52.50 | \$16.03 | \$10.71 | \$9.50 | \$0.00 | \$88.74 |
| Step                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Percent        | Apprentice Base Wage | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 65.00          | \$42.65              | \$16.03 | \$10.71 | \$9.50  | \$0.00                    | \$78.89    |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 70.00          | \$45.93              | \$16.03 | \$10.71 | \$9.50  | \$0.00                    | \$82.17    |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 80.00          | \$52.50              | \$16.03 | \$10.71 | \$9.50  | \$0.00                    | \$88.74    |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| ELEVATOR CONSTRUCTOR HELPER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1/1/2022       | \$45.93              | \$16.03 | \$10.71 | \$9.50  | \$0.00                    | \$82.17    |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| ELEVATOR CONSTRUCTORS LOCAL 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| ELEVATOR CONSTRUCTORS LOCAL 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| 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)"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| 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"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| 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"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| 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"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| FIRE ALARM INSTALLER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 3/1/2025       | \$64.26              | \$13.00 | \$14.31 | \$8.72  | \$0.00                    | \$100.29   |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| ELECTRICIANS LOCAL 103                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 9/1/2025       | \$66.17              | \$13.00 | \$14.37 | \$8.72  | \$0.00                    | \$102.26   |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| ELECTRICIANS LOCAL 103                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 3/1/2026       | \$67.37              | \$13.00 | \$14.40 | \$8.72  | \$0.00                    | \$103.49   |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 9/1/2026       | \$69.28              | \$13.00 | \$14.46 | \$8.72  | \$0.00                    | \$105.46   |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3/1/2027       | \$70.47              | \$13.00 | \$14.49 | \$8.72  | \$0.00                    | \$106.68   |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 9/1/2027       | \$72.39              | \$13.00 | \$14.55 | \$8.72  | \$0.00                    | \$108.66   |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3/1/2028       | \$73.59              | \$13.00 | \$14.59 | \$8.72  | \$0.00                    | \$109.90   |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |
| For apprentice rates see "Apprentice- ELECTRICIAN"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                      |         |         |         |                           |            |      |         |                      |        |         |         |                           |            |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |   |       |         |         |         |        |        |         |

**Construction**

| Classification                  | Effective Date | Base Wage | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---------------------------------|----------------|-----------|---------|---------|---------|---------------------------|------------|
| FIRE ALARM REPAIR / MAINTENANCE | 3/1/2025       | \$51.41   | \$13.00 | \$13.92 | \$6.98  | \$0.00                    | \$85.31    |
| / COMMISSIONING                 | 9/1/2025       | \$52.94   | \$13.00 | \$13.97 | \$6.98  | \$0.00                    | \$86.89    |
| ELECTRICIANS LOCAL 103          | 3/1/2026       | \$53.90   | \$13.00 | \$14.00 | \$6.98  | \$0.00                    | \$87.88    |
| ELECTRICIANS LOCAL 103          | 9/1/2026       | \$55.42   | \$13.00 | \$14.04 | \$6.98  | \$0.00                    | \$89.44    |
|                                 | 3/1/2027       | \$56.38   | \$13.00 | \$14.07 | \$6.98  | \$0.00                    | \$90.43    |
|                                 | 9/1/2027       | \$57.91   | \$13.00 | \$14.12 | \$6.98  | \$0.00                    | \$92.01    |
|                                 | 3/1/2028       | \$58.87   | \$13.00 | \$14.15 | \$6.98  | \$0.00                    | \$93.00    |

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

|                             |           |         |         |         |        |        |         |
|-----------------------------|-----------|---------|---------|---------|--------|--------|---------|
| 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                    | 3/1/2025 | \$57.73 | \$8.83 | \$11.47 | \$8.80 | \$0.00 | \$86.83 |
| FLOORCOVERERS LOCAL 2168        | 9/1/2025 | \$59.23 | \$8.83 | \$11.47 | \$8.80 | \$0.00 | \$88.33 |
| FLOORCOVERERS LOCAL 2168 ZONE I | 3/1/2026 | \$60.73 | \$8.83 | \$11.47 | \$8.80 | \$0.00 | \$89.83 |
|                                 | 9/1/2026 | \$62.23 | \$8.83 | \$11.47 | \$8.80 | \$0.00 | \$91.33 |
|                                 | 3/1/2027 | \$63.73 | \$8.83 | \$11.47 | \$8.80 | \$0.00 | \$92.83 |

**Apprentice: FLOORCOVERER****Effective Date: 3/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| 1    | 45.00   | \$25.98              | \$8.83 | \$0.00  | \$1.76  | \$0.00                    | \$36.57    |
| 2    | 45.00   | \$25.98              | \$8.83 | \$0.00  | \$1.76  | \$0.00                    | \$36.57    |
| 3    | 55.00   | \$31.75              | \$8.83 | \$0.00  | \$3.52  | \$0.00                    | \$44.10    |
| 4    | 55.00   | \$31.75              | \$8.83 | \$0.00  | \$3.52  | \$0.00                    | \$44.10    |
| 5    | 70.00   | \$40.41              | \$8.83 | \$11.47 | \$5.28  | \$0.00                    | \$65.99    |
| 6    | 70.00   | \$40.41              | \$8.83 | \$11.47 | \$5.28  | \$0.00                    | \$65.99    |
| 7    | 80.00   | \$46.18              | \$8.83 | \$11.47 | \$7.04  | \$0.00                    | \$73.52    |
| 8    | 80.00   | \$46.18              | \$8.83 | \$11.47 | \$7.04  | \$0.00                    | \$73.52    |

**Apprentice: FLOORCOVERER****Effective Date: 9/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| 1    | 45.00   | \$26.65              | \$8.83 | \$0.00  | \$1.76  | \$0.00                    | \$37.24    |
| 2    | 45.00   | \$26.65              | \$8.83 | \$0.00  | \$1.76  | \$0.00                    | \$37.24    |
| 3    | 55.00   | \$32.58              | \$8.83 | \$0.00  | \$3.52  | \$0.00                    | \$44.93    |

**Construction**

| Classification                                                        | Effective Date | Base Wage               | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|-----------------------------------------------------------------------|----------------|-------------------------|---------|---------|---------|------------------------------|---------------|
| <b>Apprentice: FLOORCOVERER</b>                                       |                |                         |         |         |         |                              |               |
| <b>Effective Date: 9/1/2025</b>                                       |                |                         |         |         |         |                              |               |
| Step                                                                  | Percent        | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
| 4                                                                     | 55.00          | \$32.58                 | \$8.83  | \$0.00  | \$3.52  | \$0.00                       | \$44.93       |
| 5                                                                     | 70.00          | \$41.46                 | \$8.83  | \$11.47 | \$5.28  | \$0.00                       | \$67.04       |
| 6                                                                     | 70.00          | \$41.46                 | \$8.83  | \$11.47 | \$5.28  | \$0.00                       | \$67.04       |
| 7                                                                     | 80.00          | \$47.38                 | \$8.83  | \$11.47 | \$7.04  | \$0.00                       | \$74.72       |
| 8                                                                     | 80.00          | \$47.38                 | \$8.83  | \$11.47 | \$7.04  | \$0.00                       | \$74.72       |
| <hr/>                                                                 |                |                         |         |         |         |                              |               |
| 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"            |                |                         |         |         |         |                              |               |
| <hr/>                                                                 |                |                         |         |         |         |                              |               |
| 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"            |                |                         |         |         |         |                              |               |
| <hr/>                                                                 |                |                         |         |         |         |                              |               |
| 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)                                            |                |                         |         |         |         |                              |               |
| <hr/>                                                                 |                |                         |         |         |         |                              |               |
| <b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b> |                |                         |         |         |         |                              |               |
| <b>Effective Date: 1/1/2025</b>                                       |                |                         |         |         |         |                              |               |
| Step                                                                  | Percent        | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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       |
| <hr/>                                                                 |                |                         |         |         |         |                              |               |
| 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       |

**Construction**

| Classification                                                                           | Effective Date | Base Wage               | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|------------------------------------------------------------------------------------------|----------------|-------------------------|---------|---------|---------|------------------------------|---------------|
| <b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b><br><b>Effective Date: 6/1/2025</b>  |                |                         |         |         |         |                              |               |
| Step                                                                                     | Percent        | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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       |
| <b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b><br><b>Effective Date: 12/1/2025</b> |                |                         |         |         |         |                              |               |
| Step                                                                                     | Percent        | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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)                                                                          | 2/1/2025       | \$59.13                 | \$14.91 | \$18.74 | \$9.53  | \$2.98                       | \$105.29      |
| SHEETMETAL WORKERS LOCAL 17                                                              | 8/1/2025       | \$60.98                 | \$14.91 | \$18.74 | \$9.53  | \$2.98                       | \$107.14      |
| SHEETMETAL WORKERS LOCAL 17 - A                                                          | 2/1/2026       | \$62.93                 | \$14.91 | \$18.74 | \$9.53  | \$2.98                       | \$109.09      |
| For apprentice rates see "Apprentice- SHEET METAL WORKER"                                |                |                         |         |         |         |                              |               |
| HVAC (ELECTRICAL CONTROLS)                                                               | 3/1/2025       | \$64.26                 | \$13.00 | \$14.31 | \$8.72  | \$0.00                       | \$100.29      |
| ELECTRICIANS LOCAL 103                                                                   | 9/1/2025       | \$66.17                 | \$13.00 | \$14.37 | \$8.72  | \$0.00                       | \$102.26      |
| ELECTRICIANS LOCAL 103                                                                   | 3/1/2026       | \$67.37                 | \$13.00 | \$14.40 | \$8.72  | \$0.00                       | \$103.49      |
|                                                                                          | 9/1/2026       | \$69.28                 | \$13.00 | \$14.46 | \$8.72  | \$0.00                       | \$105.46      |
|                                                                                          | 3/1/2027       | \$70.47                 | \$13.00 | \$14.49 | \$8.72  | \$0.00                       | \$106.68      |
|                                                                                          | 9/1/2027       | \$72.39                 | \$13.00 | \$14.55 | \$8.72  | \$0.00                       | \$108.66      |
|                                                                                          | 3/1/2028       | \$73.59                 | \$13.00 | \$14.59 | \$8.72  | \$0.00                       | \$109.90      |
| For apprentice rates see "Apprentice- ELECTRICIAN"                                       |                |                         |         |         |         |                              |               |
| HVAC (TESTING AND BALANCING - AIR)                                                       | 2/1/2025       | \$59.13                 | \$14.91 | \$18.74 | \$9.53  | \$2.98                       | \$105.29      |
| SHEETMETAL WORKERS LOCAL 17                                                              | 8/1/2025       | \$60.98                 | \$14.91 | \$18.74 | \$9.53  | \$2.98                       | \$107.14      |
| SHEETMETAL WORKERS LOCAL 17 - A                                                          | 2/1/2026       | \$62.93                 | \$14.91 | \$18.74 | \$9.53  | \$2.98                       | \$109.09      |
| For apprentice rates see "Apprentice- SHEET METAL WORKER"                                |                |                         |         |         |         |                              |               |
| HVAC (TESTING AND BALANCING -WATER)                                                      | 3/1/2025       | \$68.88                 | \$12.70 | \$13.05 | \$8.75  | \$0.00                       | \$103.38      |
| PIPEFITTERS LOCAL 537                                                                    |                |                         |         |         |         |                              |               |

**Construction**

| Classification                                                                                           | Effective Date | Base Wage                   | Health        | Pension        | Annuity        | Supplemental Unemployment        | Total Rate        |
|----------------------------------------------------------------------------------------------------------|----------------|-----------------------------|---------------|----------------|----------------|----------------------------------|-------------------|
| PIPEFITTERS LOCAL 537 (Local 138)                                                                        |                |                             |               |                |                |                                  |                   |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"                                |                |                             |               |                |                |                                  |                   |
| HVAC MECHANIC<br>PIPEFITTERS LOCAL 537<br>PIPEFITTERS LOCAL 537 (Local 138)                              | 3/1/2025       | \$68.88                     | \$12.70       | \$13.05        | \$8.75         | \$0.00                           | \$103.38          |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"                                |                |                             |               |                |                |                                  |                   |
| HYDRAULIC DRILLS<br>LABORERS<br>LABORERS - ZONE 2                                                        | 6/1/2025       | \$41.09                     | \$9.90        | \$9.25         | \$9.11         | \$0.00                           | \$69.35           |
|                                                                                                          | 12/1/2025      | \$42.47                     | \$9.90        | \$9.25         | \$9.11         | \$0.00                           | \$70.73           |
|                                                                                                          | 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)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY)                    | 6/1/2025       | \$41.09                     | \$9.90        | \$9.25         | \$9.21         | \$0.00                           | \$69.45           |
|                                                                                                          | 12/1/2025      | \$42.47                     | \$9.90        | \$9.25         | \$9.21         | \$0.00                           | \$70.83           |
|                                                                                                          | 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)<br>HEAT & FROST INSULATORS LOCAL 6<br>HEAT & FROST INSULATORS LOCAL 6 (BOSTON) | 9/1/2024       | \$56.92                     | \$14.75       | \$9.52         | \$10.09        | \$0.00                           | \$91.28           |
|                                                                                                          | 9/1/2025       | \$60.34                     | \$14.75       | \$9.52         | \$10.09        | \$0.00                           | \$94.70           |
|                                                                                                          | 9/1/2026       | \$63.76                     | \$14.75       | \$9.52         | \$10.09        | \$0.00                           | \$98.12           |
| <b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>                                                         |                |                             |               |                |                |                                  |                   |
| <b>Effective Date: 9/1/2024</b>                                                                          |                |                             |               |                |                |                                  |                   |
| <b>Step</b>                                                                                              | <b>Percent</b> | <b>Apprentice Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
| 1                                                                                                        | 50.00          | \$28.46                     | \$14.75       | \$9.27         | \$5.05         | \$0.00                           | \$57.53           |
| 2                                                                                                        | 60.00          | \$34.15                     | \$14.75       | \$9.32         | \$6.05         | \$0.00                           | \$64.27           |
| 3                                                                                                        | 70.00          | \$39.84                     | \$14.75       | \$9.37         | \$7.06         | \$0.00                           | \$71.02           |
| 4                                                                                                        | 80.00          | \$45.54                     | \$14.75       | \$9.42         | \$8.07         | \$0.00                           | \$77.78           |
| <b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>                                                         |                |                             |               |                |                |                                  |                   |
| <b>Effective Date: 9/1/2025</b>                                                                          |                |                             |               |                |                |                                  |                   |
| <b>Step</b>                                                                                              | <b>Percent</b> | <b>Apprentice Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
| 1                                                                                                        | 50.00          | \$30.17                     | \$14.75       | \$9.27         | \$5.05         | \$0.00                           | \$59.24           |
| 2                                                                                                        | 60.00          | \$36.20                     | \$14.75       | \$9.32         | \$6.05         | \$0.00                           | \$66.32           |
| 3                                                                                                        | 70.00          | \$42.24                     | \$14.75       | \$9.37         | \$7.06         | \$0.00                           | \$73.42           |
| 4                                                                                                        | 80.00          | \$48.27                     | \$14.75       | \$9.42         | \$8.07         | \$0.00                           | \$80.51           |
| IRONWORKER/WELDER<br>IRONWORKERS LOCAL 7                                                                 | 3/16/2024      | \$49.56                     | \$8.35        | \$12.70        | \$14.00        | \$0.00                           | \$84.61           |

Construction

| Classification                      | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|-------------------------------------|----------------|-----------|--------|---------|---------|---------------------------|------------|
| IRONWORKERS LOCAL 7 (LAWRENCE AREA) |                |           |        |         |         |                           |            |

| Apprentice: IRONWORKER/WELDER |         |                      |        |         |         |                           |            |
|-------------------------------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| Effective Date: 3/16/2024     |         |                      |        |         |         |                           |            |
| Step                          | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
| 1                             | 60.00   | \$29.74              | \$8.35 | \$12.70 | \$14.00 | \$0.00                    | \$64.79    |
| 2                             | 70.00   | \$34.69              | \$8.35 | \$12.70 | \$14.00 | \$0.00                    | \$69.74    |
| 3                             | 75.00   | \$37.17              | \$8.35 | \$12.70 | \$14.00 | \$0.00                    | \$72.22    |
| 4                             | 80.00   | \$39.65              | \$8.35 | \$12.70 | \$14.00 | \$0.00                    | \$74.70    |
| 5                             | 85.00   | \$42.13              | \$8.35 | \$12.70 | \$14.00 | \$0.00                    | \$77.18    |
| 6                             | 90.00   | \$44.60              | \$8.35 | \$12.70 | \$14.00 | \$0.00                    | \$79.65    |

|                                      |           |         |        |        |        |        |         |
|--------------------------------------|-----------|---------|--------|--------|--------|--------|---------|
| 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 |
|                   | 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    |

Construction

| Classification                                                                       | Effective Date | Base Wage                   | Health        | Pension        | Annuity        | Supplemental Unemployment        | Total Rate        |
|--------------------------------------------------------------------------------------|----------------|-----------------------------|---------------|----------------|----------------|----------------------------------|-------------------|
| <b>Apprentice: LABORER</b><br><b>Effective Date: 12/1/2025</b>                       |                |                             |               |                |                |                                  |                   |
|                                                                                      |                | <b>Apprentice Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
| 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           |
| <b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b><br><b>Effective Date: 6/1/2025</b>  |                |                             |               |                |                |                                  |                   |
|                                                                                      |                | <b>Apprentice Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
| 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           |
|                                                                                      |                |                             |               |                |                |                                  |                   |
| <b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b><br><b>Effective Date: 12/1/2025</b> |                |                             |               |                |                |                                  |                   |
|                                                                                      |                | <b>Apprentice Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
| 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           |
|                                                                                      |                |                             |               |                |                |                                  |                   |
| 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           |

**Construction**

| Classification                                                                             | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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       |
| For apprentice rates see "Apprentice- LABORER"                                             |                |           |        |         |         |                              |               |
| LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER<br>LABORERS<br>LABORERS - ZONE 2                 | 6/2/2025       | \$40.43   | \$9.90 | \$9.25  | \$9.17  | \$0.00                       | \$68.75       |
|                                                                                            | 12/1/2025      | \$41.81   | \$9.90 | \$9.25  | \$9.17  | \$0.00                       | \$70.13       |
|                                                                                            | 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<br>LABORERS<br>LABORERS - ZONE 2                                     | 6/1/2025       | \$40.59   | \$9.90 | \$9.25  | \$9.11  | \$0.00                       | \$68.85       |
|                                                                                            | 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"                                             |                |           |        |         |         |                              |               |
| LABORER: MASON TENDER (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 6/1/2025       | \$40.59   | \$9.90 | \$9.25  | \$9.21  | \$0.00                       | \$68.95       |
|                                                                                            | 12/1/2025      | \$41.97   | \$9.90 | \$9.25  | \$9.21  | \$0.00                       | \$70.33       |
|                                                                                            | 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<br>LABORERS<br>LABORERS - ZONE 2                               | 6/1/2025       | \$40.34   | \$9.90 | \$9.25  | \$9.11  | \$0.00                       | \$68.60       |
|                                                                                            | 12/1/2025      | \$41.72   | \$9.90 | \$9.25  | \$9.11  | \$0.00                       | \$69.98       |
|                                                                                            | 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: TREE REMOVER<br>LABORERS<br>LABORERS - ZONE 2                                     | 6/1/2025       | \$40.34   | \$9.90 | \$9.25  | \$9.11  | \$0.00                       | \$68.60       |
|                                                                                            | 12/1/2025      | \$41.72   | \$9.90 | \$9.25  | \$9.11  | \$0.00                       | \$69.98       |
|                                                                                            | 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"

## Construction

| Classification      | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---------------------|----------------|-----------|--------|---------|---------|---------------------------|------------|
| 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    |

### 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 |

**Construction**

| Classification                                                                                     | Effective Date | Base Wage            | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
|----------------------------------------------------------------------------------------------------|----------------|----------------------|---------|---------|---------|---------------------------|------------|
| <b>Apprentice: MARBLE MASONS,TILELAYERS &amp; TERRAZZO MECH</b><br><b>Effective Date: 2/1/2025</b> |                |                      |         |         |         |                           |            |
| 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    |
| <b>Apprentice: MARBLE MASONS,TILELAYERS &amp; TERRAZZO MECH</b><br><b>Effective Date: 8/1/2025</b> |                |                      |         |         |         |                           |            |
| 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    |
|                                                                                                    | 12/1/2026      | \$61.84              | \$15.55 | \$13.25 | \$3.25  | \$0.00                    | \$93.89    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                                         |                |                      |         |         |         |                           |            |
| MILLWRIGHT (Zone 2)                                                                                | 1/6/2025       | \$45.09              | \$10.08 | \$11.47 | \$10.00 | \$0.00                    | \$76.64    |
| MILLWRIGHTS LOCAL 1121                                                                             | 1/5/2026       | \$47.42              | \$10.08 | \$11.47 | \$10.00 | \$0.00                    | \$78.97    |
| MILLWRIGHTS LOCAL 1121 - Zone 2                                                                    |                |                      |         |         |         |                           |            |

| <b>Apprentice: MILLWRIGHT (Zone 2)</b><br><b>Effective Date: 1/6/2025</b> |         |                      |         |         |         |                           |            |
|---------------------------------------------------------------------------|---------|----------------------|---------|---------|---------|---------------------------|------------|
| Step                                                                      | Percent | Apprentice Base Wage | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
| 1                                                                         | 55.00   | \$24.80              | \$10.08 | \$0.00  | \$5.50  | \$0.00                    | \$40.38    |
| 2                                                                         | 65.00   | \$29.31              | \$10.08 | \$0.00  | \$6.50  | \$0.00                    | \$45.89    |
| 3                                                                         | 75.00   | \$33.82              | \$10.08 | \$11.47 | \$7.50  | \$0.00                    | \$62.87    |
| 4                                                                         | 85.00   | \$38.33              | \$10.08 | \$11.47 | \$8.50  | \$0.00                    | \$68.38    |

## Construction

| Classification                                                            | Effective Date | Base Wage            | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---------------------------------------------------------------------------|----------------|----------------------|---------|---------|---------|---------------------------|------------|
| <b>Apprentice: MILLWRIGHT (Zone 2)</b><br><b>Effective Date: 1/5/2026</b> |                |                      |         |         |         |                           |            |
| Step                                                                      | Percent        | Apprentice Base Wage | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
| 1                                                                         | 55.00          | \$26.08              | \$10.08 | \$0.00  | \$5.50  | \$0.00                    | \$41.66    |
| 2                                                                         | 65.00          | \$30.82              | \$10.08 | \$0.00  | \$6.50  | \$0.00                    | \$47.40    |
| 3                                                                         | 75.00          | \$35.57              | \$10.08 | \$11.47 | \$7.50  | \$0.00                    | \$64.62    |
| 4                                                                         | 85.00          | \$40.31              | \$10.08 | \$11.47 | \$8.50  | \$0.00                    | \$70.36    |
| 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    |
| 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                                                |                |                      |         |         |         |                           |            |

| <b>Apprentice: PAINTER (BRIDGES/TANKS)</b><br><b>Effective Date: 1/1/2025</b> |         |                      |        |         |         |                           |            |
|-------------------------------------------------------------------------------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| 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    |

## Construction

| Classification                             | Effective Date | Base Wage            | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|--------------------------------------------|----------------|----------------------|--------|---------|---------|---------------------------|------------|
| <b>Apprentice: PAINTER (BRIDGES/TANKS)</b> |                |                      |        |         |         |                           |            |
| <b>Effective Date: 1/1/2025</b>            |                |                      |        |         |         |                           |            |
| Step                                       | Percent        | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
| 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

| <b>Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *</b> |         |                      |        |         |         |                           |            |
|--------------------------------------------------------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| <b>Effective Date: 1/1/2025</b>                        |         |                      |        |         |         |                           |            |
| 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

| <b>Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)</b> |         |                      |        |         |         |                           |            |
|----------------------------------------------------------|---------|----------------------|--------|---------|---------|---------------------------|------------|
| <b>Effective Date: 1/1/2025</b>                          |         |                      |        |         |         |                           |            |
| 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    |

**Construction**

| Classification                                                                                    | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|---------------------------------------------------------------------------------------------------|----------------|-----------|--------|---------|---------|------------------------------|---------------|
| PAINTER / TAPER (BRUSH, NEW) *                                                                    | 1/1/2025       | \$47.96   | \$9.95 | \$11.85 | \$12.10 | \$0.00                       | \$81.86       |
| * If 30% or more of surfaces to be painted are new construction,<br>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<br>Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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 |
| PAINTERS LOCAL 35                |          |         |        |         |         |        |         |
| PAINTERS LOCAL 35 - ZONE 2       |          |         |        |         |         |        |         |

| Apprentice: PAINTER / TAPER (BRUSH, REPAINT) |         |                         |        |         |         |                              |               |
|----------------------------------------------|---------|-------------------------|--------|---------|---------|------------------------------|---------------|
| Effective Date: 1/1/2025                     |         |                         |        |         |         |                              |               |
| Step                                         | Percent | Apprentice<br>Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>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       |
| 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<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/1/2025 | \$40.78 | \$15.57 | \$21.78 | \$0.00 | \$0.00 | \$78.13 |
|                                                                         | 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 |

**Construction**

| Classification                                     | Effective Date | Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|----------------------------------------------------|----------------|-----------|---------|---------|---------|------------------------------|---------------|
| PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)  | 8/1/2024       | \$55.79   | \$10.08 | \$11.62 | \$12.67 | \$0.00                       | \$90.16       |
| PILE DRIVER LOCAL 56                               |                |           |         |         |         |                              |               |
| PILE DRIVER LOCAL 56 (ZONE 1)                      |                |           |         |         |         |                              |               |
| For apprentice rates see "Apprentice- PILE DRIVER" |                |           |         |         |         |                              |               |

|                               |          |         |         |         |         |        |         |
|-------------------------------|----------|---------|---------|---------|---------|--------|---------|
| PILE DRIVER                   | 8/1/2024 | \$55.79 | \$10.08 | \$11.62 | \$12.67 | \$0.00 | \$90.16 |
| PILE DRIVER LOCAL 56          |          |         |         |         |         |        |         |
| PILE DRIVER LOCAL 56 (ZONE 1) |          |         |         |         |         |        |         |

**Apprentice: PILE DRIVER****Effective Date: 8/1/2024**

| Step | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|------|---------|-------------------------|---------|---------|---------|------------------------------|---------------|
| 1    | 45.00   | \$25.11                 | \$10.08 | \$0.00  | \$2.53  | \$0.00                       | \$37.72       |
| 2    | 55.00   | \$30.68                 | \$10.08 | \$0.00  | \$5.07  | \$0.00                       | \$45.83       |
| 3    | 70.00   | \$39.05                 | \$10.08 | \$11.62 | \$7.60  | \$0.00                       | \$68.35       |
| 4    | 80.00   | \$44.63                 | \$10.08 | \$11.62 | \$10.14 | \$0.00                       | \$76.47       |

|                                   |          |         |         |         |        |        |          |
|-----------------------------------|----------|---------|---------|---------|--------|--------|----------|
| PIPEFITTER & STEAMFITTER          | 3/1/2025 | \$68.88 | \$12.70 | \$13.05 | \$8.75 | \$0.00 | \$103.38 |
| PIPEFITTERS LOCAL 537             |          |         |         |         |        |        |          |
| PIPEFITTERS LOCAL 537 (Local 138) |          |         |         |         |        |        |          |

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

| Step | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|------|---------|-------------------------|---------|---------|---------|------------------------------|---------------|
| 1    | 40.00   | \$27.55                 | \$12.70 | \$0.30  | \$8.75  | \$0.00                       | \$49.30       |
| 2    | 45.00   | \$31.00                 | \$12.70 | \$13.05 | \$8.75  | \$0.00                       | \$65.50       |
| 3    | 60.00   | \$41.33                 | \$12.70 | \$13.05 | \$8.75  | \$0.00                       | \$75.83       |
| 4    | 70.00   | \$48.22                 | \$12.70 | \$13.05 | \$8.75  | \$0.00                       | \$82.72       |
| 5    | 80.00   | \$55.10                 | \$12.70 | \$13.05 | \$8.75  | \$0.00                       | \$89.60       |

|                   |           |         |        |        |        |        |         |
|-------------------|-----------|---------|--------|--------|--------|--------|---------|
| 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"

|                                     |           |         |        |        |        |        |         |
|-------------------------------------|-----------|---------|--------|--------|--------|--------|---------|
| 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)"

**Construction**

| Classification                             | Effective Date | Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|--------------------------------------------|----------------|-----------|---------|---------|---------|------------------------------|---------------|
| PLUMBER                                    | 3/2/2025       | \$69.84   | \$14.32 | \$12.31 | \$8.00  | \$0.00                       | \$104.47      |
| PLUMBERS & GASFITTERS LOCAL 12             |                |           |         |         |         |                              |               |
| PLUMBERS & GASFITTERS LOCAL 12 (Local 138) |                |           |         |         |         |                              |               |

| Apprentice: PLUMBER      |         |                         |         |         |         |                              |               |
|--------------------------|---------|-------------------------|---------|---------|---------|------------------------------|---------------|
| Effective Date: 3/2/2025 |         |                         |         |         |         |                              |               |
| Step                     | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
| 1                        | 35.00   | \$24.44                 | \$14.32 | \$4.61  | \$2.80  | \$0.00                       | \$46.17       |
| 2                        | 40.00   | \$27.94                 | \$14.32 | \$5.22  | \$3.20  | \$0.00                       | \$50.68       |
| 3                        | 55.00   | \$38.41                 | \$14.32 | \$7.03  | \$4.40  | \$0.00                       | \$64.16       |
| 4                        | 65.00   | \$45.40                 | \$14.32 | \$8.30  | \$5.20  | \$0.00                       | \$73.22       |
| 5                        | 75.00   | \$52.38                 | \$14.32 | \$9.53  | \$6.00  | \$0.00                       | \$82.23       |

|                                   |          |         |         |         |        |        |          |
|-----------------------------------|----------|---------|---------|---------|--------|--------|----------|
| PNEUMATIC CONTROLS (TEMP.)        | 3/1/2025 | \$68.88 | \$12.70 | \$13.05 | \$8.75 | \$0.00 | \$103.38 |
| PIPEFITTERS LOCAL 537             |          |         |         |         |        |        |          |
| PIPEFITTERS LOCAL 537 (Local 138) |          |         |         |         |        |        |          |

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 |
| 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 |

**Construction**

| Classification                                                     | Effective Date | Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|--------------------------------------------------------------------|----------------|-----------|---------|---------|---------|------------------------------|---------------|
| 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                                          | 5/1/2025       | \$30.50   | \$11.57 | \$6.65  | \$0.00  | \$0.00                       | \$48.72       |
| TEAMSTERS 170                                                      | 1/1/2026       | \$30.50   | \$11.97 | \$6.65  | \$0.00  | \$0.00                       | \$49.12       |
| TEAMSTERS 170 - J.G. MacLellan (Lowell)                            |                |           |         |         |         |                              |               |
| 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       |
| 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.Roofer Waterproofing &Roofer 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       |

Construction

| Classification                                                               | Effective Date | Base Wage            | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
|------------------------------------------------------------------------------|----------------|----------------------|---------|---------|---------|---------------------------|------------|
| <b>Apprentice: ROOFER (Inc.Roofers Waterproofing &amp;Roofers Damproofg)</b> |                |                      |         |         |         |                           |            |
| <b>Effective Date: 2/1/2025</b>                                              |                |                      |         |         |         |                           |            |
| 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    |

| <b>Apprentice: ROOFER (Inc.Roofers Waterproofing &amp;Roofers Damproofg)</b> |         |                      |         |         |         |                           |            |
|------------------------------------------------------------------------------|---------|----------------------|---------|---------|---------|---------------------------|------------|
| <b>Effective Date: 8/1/2025</b>                                              |         |                      |         |         |         |                           |            |
| 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               | 2/1/2025 | \$59.13 | \$14.91 | \$18.74 | \$9.53 | \$2.98 | \$105.29 |
| SHEETMETAL WORKERS LOCAL 17     | 8/1/2025 | \$60.98 | \$14.91 | \$18.74 | \$9.53 | \$2.98 | \$107.14 |
| SHEETMETAL WORKERS LOCAL 17 - A | 2/1/2026 | \$62.93 | \$14.91 | \$18.74 | \$9.53 | \$2.98 | \$109.09 |

| <b>Apprentice: SHEETMETAL WORKER</b> |         |                      |         |         |         |                           |            |
|--------------------------------------|---------|----------------------|---------|---------|---------|---------------------------|------------|
| <b>Effective Date: 2/1/2025</b>      |         |                      |         |         |         |                           |            |
| Step                                 | Percent | Apprentice Base Wage | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
| 1                                    | 42.00   | \$24.83              | \$14.91 | \$6.13  | \$0.00  | \$0.00                    | \$45.87    |
| 2                                    | 42.00   | \$24.83              | \$14.91 | \$6.13  | \$0.00  | \$0.00                    | \$45.87    |
| 3                                    | 47.00   | \$27.79              | \$14.91 | \$11.01 | \$1.25  | \$1.62                    | \$56.58    |
| 4                                    | 47.00   | \$27.79              | \$14.91 | \$11.01 | \$1.25  | \$1.62                    | \$56.58    |
| 5                                    | 52.00   | \$30.75              | \$14.91 | \$11.74 | \$1.50  | \$1.74                    | \$60.64    |
| 6                                    | 52.00   | \$30.75              | \$14.91 | \$11.74 | \$1.75  | \$1.75                    | \$60.90    |
| 7                                    | 60.00   | \$35.48              | \$14.91 | \$12.90 | \$2.00  | \$1.93                    | \$67.22    |
| 8                                    | 65.00   | \$38.43              | \$14.91 | \$13.63 | \$2.25  | \$2.04                    | \$71.26    |
| 9                                    | 75.00   | \$44.35              | \$14.91 | \$15.09 | \$2.75  | \$2.28                    | \$79.38    |
| 10                                   | 85.00   | \$50.26              | \$14.91 | \$16.55 | \$2.75  | \$2.49                    | \$86.96    |

## Construction

| Classification                                                          | Effective Date | Base Wage               | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|-------------------------------------------------------------------------|----------------|-------------------------|---------|---------|---------|------------------------------|---------------|
| <b>Apprentice: SHEETMETAL WORKER</b><br><b>Effective Date: 8/1/2025</b> |                |                         |         |         |         |                              |               |
| Step                                                                    | Percent        | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
| 1                                                                       | 42.00          | \$25.61                 | \$14.91 | \$6.13  | \$0.00  | \$0.00                       | \$46.65       |
| 2                                                                       | 42.00          | \$25.61                 | \$14.91 | \$6.13  | \$0.00  | \$0.00                       | \$46.65       |
| 3                                                                       | 47.00          | \$28.66                 | \$14.91 | \$11.01 | \$1.25  | \$1.62                       | \$57.45       |
| 4                                                                       | 47.00          | \$28.66                 | \$14.91 | \$11.01 | \$1.25  | \$1.62                       | \$57.45       |
| 5                                                                       | 52.00          | \$31.71                 | \$14.91 | \$11.74 | \$1.50  | \$1.74                       | \$61.60       |
| 6                                                                       | 52.00          | \$31.71                 | \$14.91 | \$11.74 | \$1.75  | \$1.75                       | \$61.86       |
| 7                                                                       | 60.00          | \$36.59                 | \$14.91 | \$12.90 | \$2.00  | \$1.93                       | \$68.33       |
| 8                                                                       | 65.00          | \$39.64                 | \$14.91 | \$13.63 | \$2.25  | \$2.04                       | \$72.47       |
| 9                                                                       | 75.00          | \$45.74                 | \$14.91 | \$15.09 | \$2.75  | \$2.28                       | \$80.77       |
| 10                                                                      | 85.00          | \$51.83                 | \$14.91 | \$16.55 | \$2.75  | \$2.49                       | \$88.53       |
|                                                                         |                |                         |         |         |         |                              |               |
| 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                                                        | 3/1/2025       | \$64.93                 | \$11.51 | \$7.30  | \$16.50 | \$0.00                       | \$100.24      |
| SPRINKLER FITTERS LOCAL 550                                             |                |                         |         |         |         |                              |               |
| SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2                        |                |                         |         |         |         |                              |               |

| <b>Apprentice: SPRINKLER FITTER</b><br><b>Effective Date: 3/1/2025</b> |         |                         |         |         |         |                              |               |
|------------------------------------------------------------------------|---------|-------------------------|---------|---------|---------|------------------------------|---------------|
| Step                                                                   | Percent | Apprentice<br>Base Wage | Health  | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
| 1                                                                      | 35.00   | \$22.73                 | \$11.51 | \$13.07 | \$0.00  | \$0.00                       | \$47.31       |
| 2                                                                      | 40.00   | \$25.97                 | \$11.51 | \$13.90 | \$0.00  | \$0.00                       | \$51.38       |
| 3                                                                      | 45.00   | \$29.22                 | \$11.51 | \$14.72 | \$0.00  | \$0.00                       | \$55.45       |
| 4                                                                      | 50.00   | \$32.47                 | \$11.51 | \$15.55 | \$0.00  | \$0.00                       | \$59.53       |
| 5                                                                      | 55.00   | \$35.71                 | \$11.51 | \$16.38 | \$0.00  | \$0.00                       | \$63.60       |
| 6                                                                      | 60.00   | \$38.96                 | \$11.51 | \$17.20 | \$0.00  | \$0.00                       | \$67.67       |
| 7                                                                      | 65.00   | \$42.20                 | \$11.51 | \$18.03 | \$0.00  | \$0.00                       | \$71.74       |
| 8                                                                      | 70.00   | \$45.45                 | \$11.51 | \$18.85 | \$0.00  | \$0.00                       | \$75.81       |
| 9                                                                      | 75.00   | \$48.70                 | \$11.51 | \$19.68 | \$0.00  | \$0.00                       | \$79.89       |
| 10                                                                     | 80.00   | \$51.94                 | \$11.51 | \$20.50 | \$0.00  | \$0.00                       | \$83.95       |

**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"

|                              |          |         |         |         |        |        |         |
|------------------------------|----------|---------|---------|---------|--------|--------|---------|
| TELECOMMUNICATION TECHNICIAN | 3/1/2025 | \$51.41 | \$13.00 | \$13.92 | \$6.98 | \$0.00 | \$85.31 |
| ELECTRICIANS LOCAL 103       | 9/1/2025 | \$52.94 | \$13.00 | \$13.97 | \$6.98 | \$0.00 | \$86.89 |
| ELECTRICIANS LOCAL 103       | 3/1/2026 | \$53.90 | \$13.00 | \$14.00 | \$6.98 | \$0.00 | \$87.88 |
|                              | 9/1/2026 | \$55.42 | \$13.00 | \$14.04 | \$6.98 | \$0.00 | \$89.44 |
|                              | 3/1/2027 | \$56.38 | \$13.00 | \$14.07 | \$6.98 | \$0.00 | \$90.43 |
|                              | 9/1/2027 | \$57.91 | \$13.00 | \$14.12 | \$6.98 | \$0.00 | \$92.01 |
|                              | 3/1/2028 | \$58.87 | \$13.00 | \$14.15 | \$6.98 | \$0.00 | \$93.00 |

**Apprentice: TELECOMMUNICATION TECHNICIAN****Effective Date: 3/1/2025**

| Step | Percent | Apprentice Base Wage | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------|---------------------------|------------|
| 1    | 45.00   | \$23.13              | \$13.00 | \$0.69  | \$0.00  | \$0.00                    | \$36.82    |
| 2    | 45.00   | \$23.13              | \$13.00 | \$0.69  | \$0.00  | \$0.00                    | \$36.82    |
| 3    | 50.00   | \$25.71              | \$13.00 | \$13.15 | \$3.49  | \$0.00                    | \$55.35    |
| 4    | 50.00   | \$25.71              | \$13.00 | \$13.15 | \$3.49  | \$0.00                    | \$55.35    |
| 5    | 55.00   | \$28.28              | \$13.00 | \$13.23 | \$3.84  | \$0.00                    | \$58.35    |
| 6    | 60.00   | \$30.85              | \$13.00 | \$13.31 | \$4.19  | \$0.00                    | \$61.35    |
| 7    | 65.00   | \$33.42              | \$13.00 | \$13.38 | \$4.54  | \$0.00                    | \$64.34    |
| 8    | 70.00   | \$35.99              | \$13.00 | \$13.46 | \$4.89  | \$0.00                    | \$67.34    |
| 9    | 75.00   | \$38.56              | \$13.00 | \$13.54 | \$5.24  | \$0.00                    | \$70.34    |
| 10   | 80.00   | \$41.13              | \$13.00 | \$13.61 | \$5.58  | \$0.00                    | \$73.32    |

**Apprentice: TELECOMMUNICATION TECHNICIAN****Effective Date: 9/1/2025**

| Step | Percent | Apprentice Base Wage | Health  | Pension | Annuity | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------|---------------------------|------------|
| 1    | 45.00   | \$23.82              | \$13.00 | \$0.71  | \$0.00  | \$0.00                    | \$37.53    |
| 2    | 45.00   | \$23.82              | \$13.00 | \$0.71  | \$0.00  | \$0.00                    | \$37.53    |
| 3    | 50.00   | \$26.47              | \$13.00 | \$13.17 | \$3.49  | \$0.00                    | \$56.13    |
| 4    | 50.00   | \$26.47              | \$13.00 | \$13.17 | \$3.49  | \$0.00                    | \$56.13    |
| 5    | 55.00   | \$29.12              | \$13.00 | \$13.25 | \$3.84  | \$0.00                    | \$59.21    |
| 6    | 60.00   | \$31.76              | \$13.00 | \$13.33 | \$4.19  | \$0.00                    | \$62.28    |
| 7    | 65.00   | \$34.41              | \$13.00 | \$13.41 | \$4.54  | \$0.00                    | \$65.36    |
| 8    | 70.00   | \$37.06              | \$13.00 | \$13.49 | \$4.89  | \$0.00                    | \$68.44    |

**Construction**

| Classification                                  | Effective Date | Base Wage      | Health                          | Pension       | Annuity        | Supplemental<br>Unemployment | Total<br>Rate                        |                       |
|-------------------------------------------------|----------------|----------------|---------------------------------|---------------|----------------|------------------------------|--------------------------------------|-----------------------|
| <b>Apprentice: TELECOMMUNICATION TECHNICIAN</b> |                |                |                                 |               |                |                              |                                      |                       |
| <b>Effective Date: 9/1/2025</b>                 |                |                |                                 |               |                |                              |                                      |                       |
|                                                 | <b>Step</b>    | <b>Percent</b> | <b>Apprentice<br/>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b>               | <b>Supplemental<br/>Unemployment</b> | <b>Total<br/>Rate</b> |
|                                                 | 9              | 75.00          | \$39.71                         | \$13.00       | \$13.57        | \$5.24                       | \$0.00                               | \$71.52               |
|                                                 | 10             | 80.00          | \$42.35                         | \$13.00       | \$13.65        | \$5.58                       | \$0.00                               | \$74.58               |
|                                                 |                |                |                                 |               |                |                              |                                      |                       |
| 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                             |                       |
|                                                 |                |                |                                 |               |                |                              |                                      |                       |
| <b>Apprentice: TERRAZZO FINISHERS</b>           |                |                |                                 |               |                |                              |                                      |                       |
| <b>Effective Date: 2/1/2025</b>                 |                |                |                                 |               |                |                              |                                      |                       |
|                                                 | <b>Step</b>    | <b>Percent</b> | <b>Apprentice<br/>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b>               | <b>Supplemental<br/>Unemployment</b> | <b>Total<br/>Rate</b> |
|                                                 | 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               |
|                                                 |                |                |                                 |               |                |                              |                                      |                       |
| <b>Apprentice: TERRAZZO FINISHERS</b>           |                |                |                                 |               |                |                              |                                      |                       |
| <b>Effective Date: 8/1/2025</b>                 |                |                |                                 |               |                |                              |                                      |                       |
|                                                 | <b>Step</b>    | <b>Percent</b> | <b>Apprentice<br/>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b>               | <b>Supplemental<br/>Unemployment</b> | <b>Total<br/>Rate</b> |
|                                                 | 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                              |                       |
|                                                 | 12/1/2026      | \$52.37        | \$9.90                          | \$9.25        | \$9.80         | \$0.00                       | \$81.32                              |                       |
| For apprentice rates see "Apprentice- LABORER"  |                |                |                                 |               |                |                              |                                      |                       |

**Construction**

| <b>Classification</b>                                      | <b>Effective Date</b> | <b>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Annuity</b> | <b>Supplemental<br/>Unemployment</b> | <b>Total<br/>Rate</b> |
|------------------------------------------------------------|-----------------------|------------------|---------------|----------------|----------------|--------------------------------------|-----------------------|
| 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               |
|                                                            | 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               |

**Construction**

| Classification       | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental<br>Unemployment | Total<br>Rate |
|----------------------|----------------|-----------|--------|---------|---------|------------------------------|---------------|
| 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"

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|                                        |           |         |        |        |        |        |         |
|----------------------------------------|-----------|---------|--------|--------|--------|--------|---------|
| 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 |

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

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|                             |           |         |         |         |        |        |         |
|-----------------------------|-----------|---------|---------|---------|--------|--------|---------|
| 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"

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|                                            |          |         |         |         |        |        |          |
|--------------------------------------------|----------|---------|---------|---------|--------|--------|----------|
| WATER METER INSTALLER                      | 3/2/2025 | \$69.84 | \$14.32 | \$12.31 | \$8.00 | \$0.00 | \$104.47 |
| PLUMBERS & GASFITTERS LOCAL 12             |          |         |         |         |        |        |          |
| PLUMBERS & GASFITTERS LOCAL 12 (Local 138) |          |         |         |         |        |        |          |

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.

**ATTACHMENT B**  
**CONSERVATION COMMISSION ORDER OF CONDITIONS**



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:  
242-1886

MassDEP File #

eDEP Transaction #

North Andover

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: North Andover  
Conservation Commission

2. This issuance is for  
(check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

John

a. First Name

Borgesi

b. Last Name

North Andover DPW

c. Organization

384 Osgood Street

d. Mailing Address

North Andover

e. City/Town

MA

f. State

01845

g. Zip Code

4. Property Owner (if different from applicant):

Town of North Andover (Roadway ROW)

c. Organization

120 Main Street

d. Mailing Address

North Andover

e. City/Town

b. Last Name

MA

f. State

01845

g. Zip Code

5. Project Location:

Stevens Street Roadway ROW

a. Street Address

North Andover

b. City/Town

n/a roadway

c. Assessors Map/Plat Number

d. Parcel/Lot Number

Latitude and Longitude, if known:

42d69m314s

d. Latitude

-71d11m076s

e. Longitude



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

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North Andover  
City/Town

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

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

a. County

n/a roadway

c. Book

b. Certificate Number (if registered land)

d. Page

7. Dates: March 11, 2023 June 12, 2024 June 24, 2024  
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):

Stevens Street Culvert Rehabilitation

a. Plan Title

Tighe & Bond

b. Prepared By

May 16, 2024

d. Final Revision Date

See Attached List of Approved Documents

f. Additional Plan or Document Title

Matthew Coughlin, PE & Daniel Murphy, PE

As Shown

e. Scale

g. Date

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

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

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

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

Approved subject to:

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



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

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

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242-1886

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eDEP Transaction #

North Andover

City/Town

**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                                 | 215<br>a. linear feet                            | 215<br>b. linear feet                            | 215<br>c. linear feet                         | 215<br>d. linear feet                         |
| 5. <input type="checkbox"/> Bordering Vegetated Wetland                     | <u>                    </u><br>a. square feet    | <u>                    </u><br>b. square feet    | <u>                    </u><br>c. square feet | <u>                    </u><br>d. square feet |
| 6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways | 4,500<br>a. square feet                          | 4,500<br>b. square feet                          | 4,500<br>c. square feet                       | 4,500<br>d. square feet                       |
|                                                                             | <u>                    </u><br>e. c/y dredged    | <u>                    </u><br>f. c/y dredged    |                                               |                                               |
| 7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding   | 15,000<br>a. square feet                         | 15,000<br>b. square feet                         | 15,000<br>c. square feet                      | 15,000<br>d. square feet                      |
| Cubic Feet Flood Storage                                                    | <u>                    </u><br>e. cubic feet     | <u>                    </u><br>f. cubic feet     | <u>                    </u><br>g. cubic feet  | <u>                    </u><br>h. cubic feet  |
| 8. <input type="checkbox"/> Isolated Land Subject to Flooding               | <u>                    </u><br>a. square feet    | <u>                    </u><br>b. square feet    |                                               |                                               |
| Cubic Feet Flood Storage                                                    | <u>                    </u><br>c. cubic feet     | <u>                    </u><br>d. cubic feet     | <u>                    </u><br>e. cubic feet  | <u>                    </u><br>f. cubic feet  |
| 9. <input type="checkbox"/> Riverfront Area                                 | <u>                    </u><br>a. total sq. feet | <u>                    </u><br>b. total sq. feet |                                               |                                               |
| Sq ft within 100 ft                                                         | <u>                    </u><br>c. square feet    | <u>                    </u><br>d. square feet    | <u>                    </u><br>e. square feet | <u>                    </u><br>f. square feet |
| Sq ft between 100-200 ft                                                    | <u>                    </u><br>g. square feet    | <u>                    </u><br>h. square feet    | <u>                    </u><br>i. square feet | <u>                    </u><br>j. square feet |



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:

242-1886

MassDEP File #

eDEP Transaction #

North Andover

City/Town

**B. Findings (cont.)**

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

|                                                                    | Proposed<br>Alteration                                                                                                          | Permitted<br>Alteration | Proposed<br>Replacement | Permitted<br>Replacement |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------------------|
| 10. <input type="checkbox"/> Designated Port Areas                 | Indicate size under Land Under the Ocean, below                                                                                 |                         |                         |                          |
| 11. <input type="checkbox"/> Land Under the Ocean                  | a. square feet                                                                                                                  | b. square feet          |                         |                          |
|                                                                    | c. c/y dredged                                                                                                                  | d. c/y dredged          |                         |                          |
| 12. <input type="checkbox"/> Barrier Beaches                       | Indicate size under Coastal Beaches and/or Coastal Dunes below                                                                  |                         |                         |                          |
| 13. <input type="checkbox"/> Coastal Beaches                       | a. square feet                                                                                                                  | b. square feet          | c. nourishment<br>cu yd | d. nourishment<br>cu yd  |
| 14. <input type="checkbox"/> Coastal Dunes                         | a. square feet                                                                                                                  | b. square feet          | c. nourishment<br>cu yd | d. nourishment<br>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           |



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:  
242-1886  
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**B. Findings (cont.)**

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

23. ☐ Restoration/Enhancement \*:

a. square feet of BVW

b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

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

The following conditions are only applicable to Approved projects.

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



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### 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            242-1886            "
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 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(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):

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

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

1. Municipal Ordinance or Bylaw

2. Citation

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

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

North Andover Wetlands Protection Bylaw & Regulations

Chap. 190  
et. seq.

1. Municipal Ordinance or Bylaw

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):

North Andover Conservation Commission Findings & Special Conditions (see attached)



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

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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.

06-24-24

1. Date of Issuance

6

2. Number of Signers

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Printed Name

SEAN MCDONOUGH

Printed Name

MARISSA VALENTINO

Printed Name

JOHN MABON

Printed Name

AUBERT MANZI

Printed Name

BRADLEY MUSTAIN

Printed Name

JOSEPH LYNCH

Printed Name

Printed Name

☒ by hand delivery on

06-24-24

Date

☐ by certified mail, return receipt requested, on

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.

North Andover

Conservation Commission

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

To:

North Andover

Conservation Commission

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

Stevens Street Culvert Roadway ROW

Project Location

242-1886

MassDEP File Number

Has been recorded at the Registry of Deeds of:

Northern Essex

County

Book

Page

for: Town of North Andover

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:

06-24-24

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

**Findings of Fact**

Current Project Site Conditions: Existing twin 48" RCP culverts with associated stone headwalls, concrete slabs, roadway shoulders and guardrails. Culverts communicate between Stevens Pond and Mill Pond running underneath Stevens Street.

The following wetland resource areas are within the project limits, and have been reviewed by the Conservation Administrator in the field with no modifications as shown on the approved plan set: affected by the proposed work:

- Inland Bank associated with Stevens & Mill Ponds – Flag Series 1A1-1A10; 2A1 – 2A11
- 100-Foot Buffer Zone
- Land Under Waterbodies
- Bordering Land Subject to Flooding

These resource areas are significant to the interests of the Act and Town Bylaw as noted above and therein. The applicant has not attempted to overcome the presumption of significance of these resource areas to the identified interests.

Therefore, the North Andover Conservation Commission (hereafter the "NACC") hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the State Regulations, the local Bylaw and Regulations, to protect those interests noted above. The NACC orders that all work shall be performed in accordance with said conditions and with the Notice of Intent/approved plans referenced below. 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.

**GENERAL CONDITIONS**

20. **The proposed work includes:** The existing twin 48" RC culvert pipes that communicate Stevens Pond to Mill Pond are structurally sound except for separation at their joint seams - this defect will be repaired with cured-in-place pipe lining (CIPP). The existing concrete slabs and stone masonry headwalls are deteriorating and will be replaced with new concrete structures in the same footprint. ~115 linear feet of the roadway on either side of the culvert will experience full depth reconstruction and repave, with the remaining sections of roadway to Harkaway and Pleasant receiving mill and overlay paving. New steel guardrails will be installed. The plans show a maximum footprint for the proposed cofferdam of 4,500 s.f., and the Project Description narrative provides an anticipated construction sequence, EC install and dewatering, but this will ultimately be left to the discretion of the contractor with approval by the Conservation Department or Commission if deemed necessary.

## **DEP FILE # 242 – 1886 – Stevens Street Culvert Repair, Headwall Replacement**

Minor vegetation, loose gravel, chunks of asphalt and unsuitable materials will be removed along the banks/roadway shoulders to accommodate construction access to be restored and stabilized with appropriate native seed mix.

### **Wetland Resource Impacts & Limited Project Status:**

Work will take place within Bank, Land Under Waterbodies/Waterway, Bordering Land Subject to Flooding (100-Year Floodplain) and 100-Foot Buffer Zone

#### **Inland Bank:**

- 215 linear feet of bank will be altered, but replaced.
- The applicant is requesting Limited Project Status since bank disturbance exceeds the allowable 50 l.f. or 10% (whichever is lower).
- Approximately 53% of the bank consists of culvert pipes themselves and the surrounding headwalls/concrete slabs.
- The applicant has requested a waiver from the requirement of performing a wildlife habitat evaluation since the allowable threshold is triggered – the NACC voted to grant said waiver considering that the area consists of culvert, headwalls/concrete slabs and roadway shoulder.
- The applicant has requested a waiver from the local 25' NDZ/50' NBZ for the proposed work – the NACC voted to grant said waiver as the NACC finds that the nature of the work (culvert repair and associated work) necessitates work to be performed within the resource area and associated immediate buffer zones which will result in an improved condition of these resources.
- The CIPP lining will decrease the pipes' diameters by 0.5" and a Hydrologic & Hydraulic Analysis was performed, showing that outflow of the pipes will decrease by 0.5 cfs during the 100-year storm; and headwater elevation will increase by max of 0.01 feet and velocities increase by 0.21 fps in the 50-year storm.
- The NACC agrees that this project is not a culvert replacement and therefore stream crossing standards do not apply.

#### **Land Under Waterbodies/Waterways:**

- ~4,500 s.f. of LUWW will be temporarily disturbed, which is below the 5,000 s.f. threshold

#### **Bordering Land Subject to Flooding:**

- BLSF consists of the roadway and roadway shoulders and the anticipated ~15,000 s.f. of temporary alterations will all be replaced in-kind and at the same elevations

## DEP FILE # 242 – 1886 – Stevens Street Culvert Repair, Headwall Replacement

- The applicant is requesting Limited Project Status since this is above the 5,000 s.f. threshold for this resource area
- The applicant has requested a waiver from the requirement of performing a wildlife habitat evaluation since the allowable threshold is triggered – the NACC voted to grant said waiver considering that the area consists of culvert, headwalls/concrete slabs and roadway shoulder.

21. The work shall conform to the following (except as noted in the remainder of this document where revisions may be required):

Notice of Intent filed by: North Andover DPW c/o John Borgesi, P.E. - Town Engineer

Representative: Tighe & Bond

Matthew Coughlin, PE, Project Engineer

Daniel Murphy, Jr., PE, Project Engineer

Eric Ohanian, PE, Project Engineer

Julia Novotny, Wetland Scientist

### Site Plans & Documents:

- Notice of Intent and associated supporting materials, signed by John Borgesi and Eric Ohanian, dated March 2024;
- Page #2 and #3 of the NOI revised with updated wetland impact calculations;
- Plan Set “Stevens Street Culvert Rehabilitation” – 14 Sheets - prepared by Tighe & Bond, signed and stamped by Matthew Coughlin, PE & Daniel Murphy, Jr., PE, revision dated May 16, 2024;
- Stormwater Report, signed & stamped by Timothy Grace, PE, dated March 25, 2024;
- Letter re: Stevens Street Culvert Rehabilitation Project NOI Supplemental Information dated May 16, 2024 prepared by Tighe & Bond, signed by Eric Ohanian, PE
- Memorandum, dated May 17, 2024 Re: Existing Roadside Subdrain, prepared by John Borgesi, Town Engineer.

22. The term “Applicant” as used in this Order of Conditions shall refer to the owner, any successor in interest or successor in control of the property referenced in the Notice of Intent, supporting documents and this Order of Conditions. The NACC shall be notified in writing within 30 days of all transfers of title of any portion of property that takes place prior to the issuance of a Certificate of Compliance.

23. The conditions of this decision shall apply to, and be binding upon, the applicant, owner, its employees and all successors and assigns in interest or control. These

## DEP FILE # 242 – 1886 – Stevens Street Culvert Repair, Headwall Replacement

obligations shall be expressed in covenants in all deeds to succeeding owners of portions of the property.

24. 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.
25. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of property rights. However, the NACC, agent of the NACC or the Department of Environmental Protection (DEP) reserves the right to enter and inspect the property at all reasonable times until a Certificate of Compliance is issued, to evaluate compliance with this Order of Conditions, the Act (310 CMR 10.00), the North Andover Wetland Bylaw and Regulations, and may require any information, measurements, photographs, observations, and/or materials, or may require the submittal of any data or information deemed necessary by the NACC for that evaluation. Further, work shall be halted on the site if the NACC, agent or DEP determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the NACC is satisfied that the work will comply and has so notified the applicant in writing.
26. 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, by-laws or regulations.
27. The work authorized hereunder shall be completed within three years from the date of this order.
28. This Order may be extended by the issuing authority for one but not more than two periods of up to one year each upon application to the issuing authority at least thirty days (30) prior to the expiration date of the Order (*Refer to Section 8.3) of the North Andover Wetland Regulations*).
29. The NACC 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.
30. Where the Department of Environmental Protection (DEP) is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
31. The NACC finds that the intensive use of the upland areas and buffer zone proposed on this site will cause further alteration of the wetland resource areas. In order to prevent any alteration of wetland resource areas, except where a waiver has been granted in those zones for work authorized under this Order, a twenty five foot (25') No-Disturbance Zone and a fifty foot (50') No-Construction Zone shall be established

## DEP FILE # 242 – 1886 – Stevens Street Culvert Repair, Headwall Replacement

from the edge of the adjacent wetland resource area. The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local bylaw. No disturbance of existing grade, soils or vegetation is permitted in the No-Disturbance zone. *(See Section 3.4 & Appendix F of the local Regulations)*. Any future work proposed within 100 feet of these wetland resource areas shall require a separate application with the NACC.

32. This document shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors, and other personnel performing the permitting work are fully aware of the permits terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order resulting from failure to comply with its conditions.
33. Issuance of these Conditions does not in any way imply or certify that the site or downstream areas will not be subject to flooding, storm damage or any other form of water damage.

### PRIOR TO CONSTRUCTION

34. No work shall be undertaken until all administrative appeal periods from this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department or Court have been completed.
35. This Order shall be recorded, **in its entirety**, by the applicant at the Registry of Deeds immediately after the expiration of all appeal periods. No work shall be undertaken until the Final Order 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 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 to be done. The recording information shall be submitted to the North Andover Conservation Commission on the form at the end of this Order prior to commencement of the work. Any Order not recorded by the applicant before work commences may be recorded by the NACC at the applicant's expense.
36. **Prior to sending out for bid**, the draft RFP shall be submitted to the Conservation Commission for review and verification of compliance with the conditions herein.
37. The RFP package shall include this Order of Conditions and shall require a separate **CASH wetland protection bond in the amount of twenty thousand dollars (\$20,000)** specifically related to work involving wetland impacts and restoration. A check

## DEP FILE # 242 – 1886 – Stevens Street Culvert Repair, Headwall Replacement

payable to the Town of North Andover shall be provided in the amount of twenty thousand dollars \$20,000 which shall be in all respects satisfactory to Town Counsel, Town Treasurer, and the NACC, and shall be posted with the North Andover Town Treasurer through the NACC before commencement of work. Said deposit of money shall be conditioned on the completion of all conditions hereof, shall be signed by a party or parties satisfactory to the NACC, and Town Counsel, and shall be released after completion of the project, provided that provisions, satisfactory to the NACC, have been made for performance of any conditions which are of continuing nature. The applicant may propose a monetary release schedule keyed to completion of specific portions of the project for the NACC's review and approval. This condition is issued under the authority of the local Bylaw.

38. 100% construction drawings accompanied by a memorandum that details plan revisions versus the approved plan set referenced in this Order and shall be submitted to the Conservation Department. The memorandum shall provide a review of any revisions within the Commission's jurisdiction and resulting conflicts with the Special Conditions of this Order. The Conservation Department in consultation with the Chairman shall make a determination as to whether said revisions can be reviewed administratively or by way of modification or amendment with the Commission.
39. Wetland flagging shall be checked prior to start of construction and shall be re-established where missing. All wetland flagging shall remain visible and enumerated per the approved plan(s) throughout the life of the project (within areas that will not be directly manipulated during work) and until a Certificate of Compliance is issued so that erosion control measures can be properly placed and wetland impacts can be monitored. Such barriers shall be checked and replaced as necessary and shall be maintained until all construction is complete.
40. All methods of erosion control, coffer dam/water diversion or dewatering management BMP's and as specified by the approved plans shall be properly installed as shown on the plans approved and referenced herein and shall be inspected and approved by the NACC or its agent prior to the start of construction and shall remain intact until all disturbed areas have been permanently stabilized to prevent erosion.
41. The contractor shall review materials, means and methods relating to the construction of the coffer dam materials, with the Conservation Department for comment and approval. Any proposed changes made to these BMP's shall be reviewed by the Conservation Department or Commission as deemed necessary.
42. The applicant/contractor shall have absorbent materials for use in containing accidental spills available on site at all times and shall be on site in time for the pre-construction on ist meeting for verification. If any release of fuel, motor oil, lubricating oils, etc. occurs, the applicant or designee shall immediately notify the Commission's

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Office at (telephone number). A response action or cleanup shall be conducted pursuant to GL c. 21E (Massachusetts Oil and Hazardous Material Release Prevention and Response Act) and the Massachusetts Contingency Plan (MCP).

43. All additional erosion prevention and sedimentation protection measures found necessary during construction shall be implemented at the direction of the NACC or its agent. The NACC 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. For example, installation of erosion control measures may be required in areas not shown on the plan(s) referenced in this Order of Conditions. Should such installation be required by the NACC, they shall be installed within 48 hours of the Commission's request.
44. The applicant shall have on hand at the start of any soil disturbance, removal or stockpiling, **an additional 100 feet of silt sock and sufficient stakes for staking covered from the elements**, and shall be used only for the control of emergency erosion problems and shall not be used for the normal control of erosion.
45. Two signs, visible from the each end of the street, shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words **"Massachusetts DEP, File Number 242-1886."**
46. No changes to the approved plan shall be implemented in the field until written approval has been granted by the NACC. Any changes in the submitted plans caused by the applicant, another Board's decision or resulting from this Order of Conditions must be submitted to the NACC for approval prior to implementation. If the NACC finds said changes to be significant, the NACC will call for another public hearing (at the expense of the applicant). Within 21 days of the close of said public hearing the NACC will issue an amended or new Order of Conditions. Any errors found in the plans or information submitted by the applicant shall be considered as changes.
47. It is the responsibility of the applicant, owner, and/or successor(s) to ensure that all conditions of this Order of Conditions are complied with. The project engineer and contractors are to be provided with a copy of this Order of Conditions and referenced documents before commencement of construction.
48. The erosion controls shall serve as the limit of work. Workers should 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.
49. The applicant shall designate a Wetland Scientist/Professional Engineer (or other environmental professional as approved by the NACC or its agent) as an "Erosion Control Monitor" to oversee any emergency placement of controls and regular

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inspection or replacement of sedimentation control devices. Proof of the retained monitor must be submitted to the Conservation Department on letterhead by the retained consulting firm. The name and phone number of the erosion control monitor must be provided to the NACC in the event that this person has to be contacted, due to an emergency at the site, during any 24-hour period, including weekends. **This person shall be given the authority to stop construction for the purposes of correcting problems with erosion control. The Environmental Professional will immediately notify the Conservation agent of any matter that requires attention by the Commission or the agent.** The erosion control monitor will be required to inspect all such devices and oversee cleaning and the proper disposal of waste products. Cleaning shall include removal of any entrapped silt.

50. At least once during each week in which construction activities occurs on-site and for as long thereafter as ground remains unstabilized, the applicant shall submit a written report with photographs from the "Erosion Control Monitor" to the NACC certifying that, to the best of his/her knowledge and belief based on a careful site inspection, all work is being performed in compliance with this Order of Conditions and that approved setbacks are being adhered to. The erosion control monitor must visually inspect all sedimentation/erosion control measures and assume responsibility for their maintenance on a weekly basis and that they are functioning as intended. In addition, all wetland resource areas must be visually inspected for siltation, turbidity, and/or other water quality impacts. The Erosion Control Monitor shall be on site during and/or following a major storm event of ½" inch of rain or greater (24 hour event) to ensure that soils remain stable, and erosion controls are adequate and secure.
51. Prior to any work commencing on-site, the applicant shall submit to the NACC or its Administrator for review and comment, a detailed work schedule/sequence of construction.
52. Prior to any work commencing on site, it is the responsibility of the applicant to procure all other applicable federal, state and local permits and approvals required for this project, and **no work within the Commission's jurisdiction shall commence until all other state or local permits, approvals, and variances have been obtained.** This is to ensure that impact to jurisdictional areas are avoided in the case that any such permit is denied or withheld for any period of time, thereby maintaining the integrity of the resource area or buffer zone until such time all approvals are granted.
53. The applicant and/or the legal owner of that portion of land upon which these Orders of Conditions have been placed shall provide to the NACC prior to transferring, or assigning any portion of said land to another party, subject to said Orders of Conditions, the "Compliance Certification Form Affidavit" attached via "Appendix A" signed under the pains and penalties of perjury, stating that said applicant and/or owner has read these Orders of Conditions and is in compliance with each and every condition. This document shall apply to each of the conditions referenced herein and

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shall be provided to the Conservation Department at least five (5) business days prior to the closing of said land transaction.

54. Once these above-mentioned pre-construction requirements are complete, the applicant shall contact the Conservation Office prior to site preparation or construction and shall arrange an on-site conference with an NACC representative, the project engineer, the contractor, the erosion control monitor and the applicant to ensure that all of the Conditions of this Order are understood. This Order shall be included in all construction contracts, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors and other personnel performing the permitted work are fully aware of the permit's terms and conditions. Thereafter, the contractor will be held jointly liable for any violation of this Order of Conditions resulting from failure to comply with its conditions. The applicant or contractor shall notify the NACC in writing of the identity of the on-site construction supervisor hired to coordinate construction and to ensure compliance with this Order. A reasonable period of time shall be provided as notice of the pre-construction meeting (e.g. 72 hours).

### STORMWATER MANAGEMENT CONDITIONS

55. There shall be no increase in the post development discharges from the storm drainage system or any other changes in post development conditions that alter the post development watershed boundaries as currently depicted in the Notice of Intent and approved by this Order of Conditions, unless specifically approved in writing by the Commission.
56. Water quality in down gradient BVW's shall not differ significantly following completion of the project from the pre-development conditions. There shall be no sedimentation into wetlands or water bodies from discharge pipes or surface runoff leaving the site.

### DURING CONSTRUCTION

57. Upon beginning work, the applicant/erosion control monitor shall submit written progress reports every month detailing what work has been done in or near resource areas, and what work is anticipated to be done over the next period. This will update the construction sequence and can be a part of the weekly erosion control reports.
58. All dewatering activities shall be supervised and witnessed by the designated erosion control monitor. De-watering activities shall be monitored daily by the erosion control monitor to ensure that sediment laden water is appropriately settled prior to discharge

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toward the wetland resource areas. If other emergency de-watering requirements arise, the applicant shall submit a contingency plan to the Commission for approval, which provides for the pumped water to be contained in a settling basin, to reduce turbidity prior to discharge into a resource area.

59. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, glass, processed glass aggregate, concrete, recycled concrete aggregate, tires, ashes, refrigerators, motor vehicles or parts on any of the foregoing. Any fill imported to the site must be accompanied by a certificate of origin or an analysis certifying cleanliness - whichever is most applicable as determined by the Conservation Commission or its staff.
60. No on-site fuel storage shall occur during construction. Equipment may be refueled outside the 100-Foot Buffer Zone by delivery.
61. All exposed soil finish grade surfaces shall be immediately landscaped and stabilized, or loamed, seeded and mulched, with a layer of mulch hay. All disturbed areas must be graded, loamed and seeded prior to November 1<sup>st</sup> of each year. Outside of the growing season, exposed soil finish grade surfaces shall be stabilized with a layer of mulch hay until climate conditions allow for seeding. During construction, any area of exposed soils that will be left idle for more than 30 days shall be stabilized with a layer of mulch hay or other means approved by the NACC.
62. Associated pavement and roadways shall be swept at least weekly or as directed by the Erosion Control monitor, the Site Supervisor, Project Manager, or Conservation staff for as long as the site remains exposed and un-stabilized. If material is tracked beyond the construction entrance onto the adjacent roadway, it will be swept up daily.
63. No re-grading in the buffer zone shall have a slope steeper than 2:1 (horizontal: vertical) other than what is allowed under this Order, if any.
64. The construction access for the project shall be swept daily to remove sediment deposited by construction vehicles accessing the site and avoid tracking on to public right of way.
65. A materials stockpiling areas shall be contained. Additional containment measures may be required by the Conservation Department at its discretion. At no time shall be stockpiling of soil or any other materials occur on the wetland side of the erosion controls.
66. Construction equipment, vehicles and materials shall be stored and surrounded with appropriate controls in a manner that prevents erosion into the wetland.

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67. All waste generated by, or associated with, the construction activity shall be contained within the limit of work, and away from any wetland resource area. There shall be no burying of spent construction materials or disposal of waste on the site by any other means. The applicant shall maintain dumpsters (or other suitable means) at the site for the storage and removal of such spent construction materials off-site. However, no trash dumpsters will be allowed within 100 feet of the edge of the wetland.
68. Accepted engineering and construction standards and procedures shall be followed in the completion of the project.
69. During and after work on this project, there shall be no discharge or spillage of fuel, or other pollutants into any wetland resource area. If there is a spill or discharge of any pollutant during any phase of construction the NACC shall be notified by the applicant within one (1) business day. No construction vehicles are to be stored within 100 feet of wetland resource areas, and no vehicle refueling, equipment lubrication, or maintenance is to be done within 100 feet of a resource area.

### AFTER CONSTRUCTION

70. No underground storage of fuel oils shall be allowed on any lot within one-hundred (100) feet of any wetland resource area. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland protection Bylaw.
71. Fertilizers utilized for landscaping and lawn care shall be slow release, low-nitrogen types (< 5%), and shall not be used within 25 feet of a resource area. Pesticides and herbicides shall not be used within 100 feet of a wetland resource area. No sodium-based products shall be used for control of ice or snow within 100 feet of the wetland. This condition shall survive this Order of Conditions and shall run with the title of the property. This condition is issued under the authority of the Town's Wetland Protection Bylaw and shall remain in perpetuity.
72. There shall be no dumping of leaves, grass clippings, brush, or other debris into a wetland resource areas or the 25-foot No-Disturb Zone. This condition shall remain in perpetuity.
73. Upon completion of construction and grading, all disturbed areas located outside resource areas shall be stabilized permanently against erosion. This shall be done by loaming and seeding according to NRCS standards. Stabilization will be considered complete once full vegetative cover has been achieved.
74. The use of coal tar-based pavement sealants is prohibited on the property, as they have been determined to contribute high levels of polycyclic aromatic hydrocarbons

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(PAHs) to stormwater runoff. This condition shall survive the Order of Conditions and shall run with the title of the property.

75. Upon approved site stabilization by Conservation staff, the erosion controls shall be removed and properly disposed of and all exposed unvegetated areas shall be seeded.
76. Upon completion of the project the applicant shall submit the following to the Conservation Commission as part of a request for a Certificate of Compliance:
  - a. WPA Form 8A – “Request for a Certificate of Compliance.”
  - b. A letter from the applicant requesting a Certificate of Compliance.
  - c. The name and address of the current landowner.
  - d. Signed statements from the individual property owners shall be submitted with the request for a Certificate of Compliance indicating that they read and understood the recorded Order of Conditions prior to purchasing their property.
  - e. The name and address of the individual/trust or corporation to whom the compliance is to be granted.
  - f. The street address and assessor’s map/parcel number for the project.
  - g. The DEP file number.
  - h. A written statement from a Registered Professional Civil Engineer (and/or Registered Professional Land Surveyor) of the Commonwealth certifying that the work has been conducted as shown on the plan(s) and documents referenced above, and as conditioned by the Commission.
  - i. An “As-Built” plan prepared and signed and stamped by a Registered Professional Civil Engineer (and/or Registered Professional Land Surveyor) of the Commonwealth, for the public record. This plan will include:
    - “As-Built” post-development elevations of all drainage & stormwater management structures constructed within 100 feet of any wetland resource area.
    - “As-Built” post-development elevations and grades of all filled/alterd/replicated wetland resource areas including the encompassing buffer zone which is regulated as a resource area under the local Wetland Protection Bylaw.
    - Distances from structures to wetland resource areas. Structures include (but are not limited to) septic systems, additions, fences, sheds, stone walls, pools, retaining walls, subsurface utilities and decks.
    - A line showing the limit of work and the extent of existing erosion control devices. “Work” includes any disturbance of soils or vegetation.
    - Location of all subsurface utilities entering the property.

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87. The following special conditions shall survive the issuance of a Certificate of Compliance (COC) for this project:

- 25' No-Disturbance Zone and a 50' No-Construction Zone. Future work within 100' of existing wetland resource areas will require a separate filing with the NACC of the Regulations for performance standards within these zones) The Conservation Administrator and/or other agents of the NACC do not have the authority to waive these setbacks as established under the local Bylaw (Condition #31);
- Discharge or spillage of pollutants (Condition #69);
- Prohibition of underground fuels (Condition #70);
- Limitations on the use of fertilizers, herbicides, and pesticides (Conditions #71);
- No dumping of leaves, grass clippings, brush, or other debris into a wetland resource areas or the 25-foot No-Disturb Zone (Condition #72);
- Prohibition of the use of coal tar based products for paving (Condition #74).

APPENDIX A - AFFIDAVIT

I, \_\_\_\_\_ on oath do hereby depose and state:  
(authorized agent applicant and/or current owner)

(PLEASE CHECK AT LEAST ONE BLOCK)

1. \_\_\_\_\_ I am the \_\_\_\_\_ of \_\_\_\_\_  
( position with applicant) (applicant name or company name)  
the applicant upon whom Order of Conditions \_\_\_\_\_  
have been placed upon by (DEP or NACC number)  
the North Andover Conservation Commission.

&/or

2. \_\_\_\_\_ I am the \_\_\_\_\_ of \_\_\_\_\_  
(position with owner) (owner name)  
the owner upon whose land Order of Conditions \_\_\_\_\_  
have been placed up by (DEP or NACC number)  
the North Andover Conservation Commission.

&

3. I hereby affirm and acknowledge that I have received said Order of Conditions \_\_\_\_\_  
and have read the same and understand each  
(DEP File #) and every condition which has been set forth  
in said Order of Conditions.

&

4. I hereby affirm and acknowledge that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I inspected said property together with any and all improvements which have  
been made to the same and hereby certify that each and every condition set  
forth in Order of Conditions \_\_\_\_\_ are presently in compliance.  
(DEP File #)

&

5. I hereby affirm and acknowledge that this document will be relied upon by the  
North Andover Conservation Commission as well as any potential buyers of  
said property which is subject to said Order of Conditions \_\_\_\_\_.  
(DEP File #)

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
(Signature - authorized agent of applicant or owner)

**ATTACHMENT C**  
**ARMY CORPS OF ENGINEERS SECTION 404 GENERAL PERMIT GENERAL**  
**CONDITIONS**

## **SECTION IV. GENERAL CONDITIONS:**

To qualify for GP authorization, the applicant must comply with the following general conditions, as applicable, in addition to authorization-specific conditions imposed by the division or district engineer.

1. Other Permits
2. Federal Jurisdictional Boundaries
3. Single and Complete Projects
4. Use of Multiple General Permits
5. Suitable Material
6. Tribal Rights & Burial Sites
7. Avoidance, Minimization, and Compensatory Mitigation
8. Water Quality & Stormwater Management
9. Coastal Zone Management
10. Federal Threatened and Endangered Species
11. Essential Fish Habitat
12. National Lands
13. Wild and Scenic Rivers
14. Historic Properties
15. USACE Property and Federal Projects (§408)
16. Navigation
17. Permit/Authorization Letter On-Site
18. Storage of Seasonal Structures
19. Pile Driving and Pile Removal in Navigable Waters
20. Time of Year Restrictions
21. Heavy Equipment in Wetlands
22. Temporary Fill & Construction Mats
23. Restoration of Wetland Areas
24. Bank Stabilization
25. Soil Erosion and Sediment Controls
26. Aquatic Life Movements and Management of Water Flows
27. Spawning, Breeding, and Migratory Areas
28. Vernal Pools
29. Invasive Species
30. Fills Within 100-Year Floodplains
31. Stream Work and Crossings & Wetland Crossings
32. Utility Line Installation and Removal
33. Water Supply Intakes
34. Coral Reefs
35. Blasting
36. Inspections
37. Maintenance
38. Property Rights
39. Transfer of GP Verifications
40. Modification, Suspension, and Revocation
41. Special Conditions
42. False or Incomplete Information
43. Abandonment
44. Enforcement Cases
45. Previously Authorized Activities
46. Duration of Authorization

**1. Other Permits.** Authorization under these GPs does not obviate the need for the permittee to obtain other Federal, State, or local permits, approvals, or authorizations required by law. Permittees are responsible for obtaining all required permits, approvals, or authorizations. Activities that are not regulated by the State, but subject to USACE jurisdiction, may still be eligible for these GPs.

**2. Federal Jurisdictional Boundaries.**

a. Applicability of these GPs shall be evaluated with reference to Federal jurisdictional boundaries. Activities shall be evaluated with reference to “waters of the U.S.” under the CWA (33 CFR 328) and “navigable waters of the U.S.” under §10 of the Rivers and Harbors Act of 1899 (33 CFR 329).

Permittees are responsible for ensuring that the boundaries used satisfy the Federal criteria defined at 33 CFR 328-329. These sections prescribe the policy, practice, and procedures to be used in determining the extent of the USACE jurisdiction. Note: Waters of the U.S. includes all waters pursuant to 33 CFR 328.3(a), and adjacent wetlands as the term is defined in 33 CFR 328.3(c).

b. Wetlands shall be delineated in accordance with the USACE Wetlands Delineation Manual and the most recent Northcentral/Northeast Regional Supplement. Wetland delineation and jurisdiction information is located at: [www.nae.usace.army.mil/missions/regulatory/jurisdiction-and-wetlands](http://www.nae.usace.army.mil/missions/regulatory/jurisdiction-and-wetlands) and maps are located at [www.nae.usace.army.mil/missions/regulatory/state-general-permits/massachusetts-general-permit](http://www.nae.usace.army.mil/missions/regulatory/state-general-permits/massachusetts-general-permit).

c. Vegetated shallows shall be delineated when present on the project site. Vegetated shallow survey guidance and maps are located at: [www.nae.usace.army.mil/missions/regulatory/state-general-permits/massachusetts-general-permit](http://www.nae.usace.army.mil/missions/regulatory/state-general-permits/massachusetts-general-permit).

d. Natural rocky habitats shall be delineated when present on the project site. The definition of natural rocky habitats is in Section VII of the MA GP. Natural rocky habitat survey guidance and maps are located at: [www.nae.usace.army.mil/missions/regulatory/state-general-permits/massachusetts-general-permit](http://www.nae.usace.army.mil/missions/regulatory/state-general-permits/massachusetts-general-permit).

**3. Single and Complete Projects.** The MA GP shall not be used for piecemeal work and shall be applied to single and complete projects. The term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers.

a. For non-linear projects, a single and complete project must have independent utility. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed, even if the other phases were not built, can be considered as separate single and complete projects with independent utility.

b. Unless USACE determines the activity has independent utility, all components of a single project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) shall be evaluated as one single and complete project.

c. For linear projects such as power lines or pipelines with multiple crossings, a “single and complete project” is all crossings of a single water of the U.S. (i.e., single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately. If any crossing requires a PCN review or an individual permit review, then the entire linear project shall be reviewed as one project under PCN or the individual permit procedures.

**4. Use of Multiple General Permits.** The use of more than one GP for a single and complete project is prohibited, except when the acreage loss of waters of the U.S. authorized by the GPs does not exceed the acreage limit of the GPs with the highest specified acreage limit. For example, if a road crossing over waters is constructed under GP 23, with an associated utility line

crossing authorized by GP 6, if the maximum acreage loss of waters of the U.S. for the total project is  $\geq 1$  acre it shall be evaluated as an IP.

**5. Suitable Material & Discharge of Pollutants.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). All activities involving any discharge into waters of the U.S. authorized under these GPs shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 U.S.C. 1251), and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this GP, the authorized work shall be modified to conform with these standards within six months from the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the EPA. Unless monitoring data indicates otherwise, applicants may presume that their activity complies with state water quality standards provided they are in compliance with the Section 401 WQC (Applicable only to the Section 404 activity).

## **6. Tribal Rights & Burial Sites**

- a. For all SV and PCN applications, prospective permittees shall follow the guidance set forth in Appendix A, Guidance for NHPA Section 106 Compliance in Massachusetts.
- b. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
- c. Many tribal resources are not listed on the National Register of Historic Places (NRHP) and may require identification and evaluation in collaboration with the identifying tribe and by qualified professionals. The Tribal Historic Preservation Officer (THPO) and State Historic Preservation Officer (SHPO) may be able to assist with locating information on:
  - i. Previously identified tribal resources; and
  - ii. Areas with potential for the presence of tribal resources.
- d. Discovery of Previously Unknown Remains and Artifacts: If any previously unidentified human remains, cultural deposits, or artifacts are discovered while accomplishing the activity authorized by this permit, you must immediately notify the USACE of what you have found, and to the maximum extent practicable, cease work and avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The USACE will initiate the appropriate the Federal, Tribal, and state coordination required to determine if the items or remains are eligible for listing in the NRHP and warrant a recovery effort or can be avoided.
- e. Burial Sites: Burial sites, marked or unmarked, are subject to state law (Massachusetts Unmarked Burial Law). Native American burial sites on federal or tribal land are subject to the provisions of Native American Graves Protection and Repatriation Act (NAGPRA). Regulated activities may not result in disturbance or removal of human remains until disposition of the remains has been determined by the appropriate authority under these laws, and the work is authorized by the USACE. Regulated activities which result in an inadvertent discovery of human remains must stop immediately, and the USACE, as well as the appropriate state and tribal authority, must be notified. Regulated work at inadvertent discovery sites requires compliance with state law or NAGPRA, as appropriate, prior to re-starting work.

**7. Avoidance, Minimization, and Compensatory Mitigation.** To qualify under the MA GP, activities must comply with Section V Mitigation Standards and the following as applicable:

- a. Avoid and Minimize: Activities must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the U.S. to the maximum extent practicable at the project site. Avoidance and minimization are required to the extent necessary to ensure that the adverse effects to the aquatic environment (both area and function) are no more than minimal.

- b. Compensatory mitigation for unavoidable impacts to waters of the U.S., including direct, indirect, secondary, and temporal loss, will generally be required for permanent impacts that exceed the thresholds identified in Section V, and may be required for temporary impacts, to offset unavoidable impacts which remain after all appropriate and practicable avoidance and minimization has been achieved and to ensure that the adverse effects to the aquatic environment are no more than minimal. Proactive restoration projects or temporary impact work with no secondary effects may generally be excluded from this requirement.
- c. Mitigation proposals shall follow the guidelines found in the Compensatory Mitigation for Losses of Aquatic Resources; Final Rule April 10, 2008; 33 CFR 332. Prospective permittees may purchase mitigation credits in-lieu of permittee-responsible mitigation as compensation for unavoidable impacts to waters of the U.S. in the Commonwealth of Massachusetts.

**8. Water Quality & Stormwater Management.** The 401 WQC requirement applies to all activities listed under GPs 1-25, unless determined otherwise by MassDEP. Permittees shall also satisfy stormwater management requirements in Massachusetts.

- a. General 401 WQC: MassDEP issued a WQC on April 21, 2023 which conditionally certifies all activities in GPs 1 – 24 eligible for SV and PCN so long as the activity is described in 314 CMR 9.03, and is not an activity described in 314 CMR 9.04, and so long as the activity meets all other requirements, terms and conditions of the WQC. The MassDEP WQC also conditionally certifies activities described in GP 25 so long as the activity meets all other conditions of the WQC. Emergency projects described in GP 25 must obtain an emergency certification or otherwise be authorized pursuant to 310 CMR 10.06, qualify under a Severe Weather Emergency Declaration pursuant to 310 CMR 10.06(8) issued by the MassDEP, or meet the requirements of 9.12(2) or (3) in order to be certified under the WQC. Prospective permittees may refer to the following link to determine if their activity is eligible: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>. The General 401 WQC is located here, and it provides detailed information regarding what activities are certified and the conditions for certification. Activities listed in 314 CMR 9.03 that are not exempt from the Wetland Protection Act must have a valid Final Order of Conditions (OOC) or Final Restoration Order of Conditions pursuant to 310 CMR 10.00 to be eligible under the General 401 WQC.
- b. Individual 401 WQC: Prospective permittees shall contact MassDEP and apply for an individual 401 WQC if their activity does not qualify for a General 401 WQC as outlined above. MassDEP may issue, waive, or deny the individual 401 WQC on a case-by-case basis. All activities listed in 314 CMR 9.04 must obtain an individual 401 WQC from MassDEP to be eligible under these GPs. When an Individual 401 WQC is required for *PCN activities*, the prospective permittee shall submit their Individual 401 WQC application concurrently to MassDEP and USACE to comply with 40 CFR 121.
- c. The prospective permittee is responsible for determining the appropriate 401 WQC requirement and submitting this information to the USACE at the time of their PCN application or when completing their SVN. Prospective permittees that are unsure of whether their activity has been certified should contact MassDEP for a determination.
- d. As applicable, all activities shall be compliant with the Massachusetts Stormwater Handbook. The Stormwater Handbook can be accessed on the NAE Regulatory website here: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>.
- e. No work requiring authorization under Section 404 of the CWA may be performed unless (1) the prospective permittee qualifies for coverage under the April 21, 2023 General 401 WQC, (2) the prospective permittee receives an individual Section 401 WQC from the MassDEP, or (3) the MassDEP waives individual Section 401 WQC.

**9. Coastal Zone Management.** The permittee must obtain CZM consistency concurrence when an activity is located in the coastal zone in order to be eligible under the MA GP. This requirement

shall be satisfied by acquiring one of the following from the Massachusetts Office of Coastal Zone Management (MA CZM):

- a. General CZM Federal Consistency Concurrence (General Concurrence): MA CZM has granted General Concurrence for all SV and PCN activities for GPs 1-25. The prospective permittee must obtain all applicable permits and approvals before construction of the authorized activity begins (e.g., before work begins on site). For SVs, General Concurrence is automatically granted and no further action is required from the prospective permittee. For PCNs, the USACE will coordinate with MA CZM to acquire General Concurrence as part of the PCN application review.
- b. Individual CZM Federal Consistency Concurrence (Individual Concurrence): In certain cases, MA CZM may elevate any GP activity 1-25 and require Individual Concurrence. The prospective permittee must contact MA CZM and follow the procedures to obtain Individual Concurrence as determined appropriate by MA CZM.
- c. Permittees must obtain CZM consistency concurrence as outlined above before commencing work authorized under these GPs.

## **10. Federal Threatened and Endangered Species**

- a. No activity is authorized under any GP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any GP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”
- b. Other Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If a PCN is required for the proposed activity, the Federal permittee must provide USACE with the appropriate documentation to demonstrate compliance with those requirements. The USACE will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.
- c. USFWS ESA-Listed Species: Non-federal applicants shall use the USFWS website, Information for Planning and Consultation (IPAC), to determine if their activity is located within the ESA-listed species range. The IPAC website can be accessed on the NAE Regulatory website: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>. Applicants shall ensure they have an updated, valid species list before construction begins. This may require applicants to update their species list in IPAC before the start of construction. Note: Applicants should refer to the NAE Regulatory Website at the link above to determine if they have been designated as a non-federal representative. Applicants shall complete Section 7 consultation according to the guidance document located on the NAE Regulatory Website. After completing the Rangewide Determination Key and reaching the outcome “may affect, not likely to adversely affect”, you may be required to wait up to 15 days before that outcome is final and compliance under Section 7 of the ESA is fulfilled.
  - i. *Self-Verification Criteria*: The activity is SV-eligible if:
    - 1) The activity is not located within the ESA-listed species range;
    - 2) Another (lead) Federal agency has completed Section 7 consultation; or
    - 3) The activity is located within the ESA-listed species range and USACE has designated the applicant as a non-federal representative under 50 CFR 402.08 of the ESA for all

species within the project's action area. As the non-federal representative, the applicant shall complete consultation through IPAC and reach the outcome of "no effect" or "not likely to adversely affect".

ii. *Pre-Construction Notification Criteria*: The activity requires a PCN if:

- 1) The activity is located within the ESA-listed species range and USACE has NOT designated the applicant as a non-federal representative under 50 CFR 402.08 of the ESA for all species within the project's action area;
- 2) The activity is located in designated or proposed critical habitat; or
- 3) The activity is located within the ESA-listed species range and completion of the IPAC determination key has resulted in the outcome of "may affect" or "may affect, likely to adversely affect"; or
- 4) A PCN is required elsewhere in this document.

d. NOAA-Listed Species: Non-federal applicants shall refer to the Section 7 Mapper for federally listed species to determine if any species are mapped as present. When NOAA-listed species are present, the applicant shall generate a species report through the mapper and submit this document as part of their PCN or SVN submission. The NOAA Fisheries' Section 7 Mapper can be accessed here on the NAE Regulatory website here: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>.

e. Authorization of an activity by an GP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

## **11. Essential Fish Habitat (EFH).**

a. SV eligible activities have been determined to result in no more than minimal adverse effects, provided the permittee complies with all terms and conditions of the MA GP as applicable to the activity. NMFS has granted General Concurrence [50 CFR 600.920(g)] for all SV eligible activities. These activities do not require project specific EFH consultation.

b. For PCN required activities, the applicant is required to describe and identify potential adverse effects to EFH and should refer to NOAA Fisheries' EFH Mapper (<http://www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper>) and Omnibus Essential Fish Habitat Amendment 2 Volume 2: EFH and HAPC Designation Alternatives and Environmental Impacts ([https://www.habitat.noaa.gov/application/efhmapper/oa2\\_efh\\_hapc.pdf](https://www.habitat.noaa.gov/application/efhmapper/oa2_efh_hapc.pdf)). If an activity is located within EFH, the PCN application must contain:

1. A description of the action located in EFH.
2. An analysis of the potential adverse effects of the action on EFH and the managed Species.
3. Conclusions regarding the effects of the action on EFH.
4. Proposed mitigation, if applicable (refer to the mitigation thresholds located in Section V).

c. Federal agencies shall follow their own procedures for complying with the EFH requirements of the Magnuson-Stevens Fishery Conservation and Management Act. For activities requiring a PCN, the applicant is responsible for furnishing documentation that demonstrates consultation for EFH has been completed.

d. For PCN activities, no work may commence until EFH consultation as required by the Magnuson-Stevens Act has been completed.

**12. National Lands.** Activities that impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, National Historic Landmarks or any other area administered by the National Park Service, U. S. Fish and Wildlife Service (USFWS) or U.S. Forest Service (USFS) require a PCN or Individual Permit. Federal land managers seeking authorization for activities located in the above listed National Lands may proceed under SV, unless a PCN is required elsewhere in this document.

**13. Wild and Scenic Rivers.** The following activities in designated river or study river segments in the National Wild and Scenic River (WSR) System require a PCN unless the Federal agency with direct management responsibility for such river, in Massachusetts this is generally the National Park Service, has determined in writing to the proponent that the proposed work will not adversely affect the WSR designation or study status:

- a. Activities that occur in WSR segments, in and 0.25 miles up or downstream of WSR segments, or in tributaries within 0.25 miles of WSR segments;
- b. Activities that occur in wetlands within 0.25 miles of WSR segments;
- c. Activities that have the potential to alter free-flowing characteristics in WSR segments.

No GP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

As of May 10, 2023, affected rivers in Massachusetts include: the Taunton River (40 miles), Sudbury River (16.6 miles), Assabet River (4.4 miles), Concord River (8 miles), Nashua River (27 miles), Squannacook River (16.3 miles), Nissitissit River (4.7 miles), and the Westfield River, including West Branch, Middle Branch, Gendale Brook, East Branch, Drowned Land Brook, Center Brook, Windsor Jambs Brook, Shaker Mill Brook, Depot Brook, Savery Brook, Watson Brook, Center Pond Brook (78.1 miles). The most up to date list of designated and study rivers and their descriptions may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

#### **14. Historic Properties**

- a. For all SV and PCN applications, permittees shall follow the guidance set forth in Appendix A, Guidance for NHPA Section 106 Compliance in Massachusetts.
- b. No undertaking authorized by these GPs shall cause effects<sup>1</sup> (defined in 36 CFR Part 800 and 33 CFR Part 325, Appendix C, and its Interim Guidance) on properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places (NRHP)<sup>2</sup>, including previously unknown historic properties within the permit area, unless the USACE or another Federal action agency has satisfied the consultation requirements of Section 106 of the National Historic Preservation Act (Section 106). If another Federal agency is determined the lead federal agency for compliance with Section 106, applicant must obtain the appropriate documentation and provide this information to the USACE to demonstrate compliance with Section 106. The applicant shall not begin the activity until the USACE notifies them in writing that the documentation provided satisfies Section 106 requirements.

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<sup>1</sup> Effect means the alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register of Historic Properties.

<sup>2</sup> See the NAE Regulatory website, National Register of Historic Places link here: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>.

- c. Many historic properties are not listed on the NRHP and may require identification and evaluation by qualified historic preservation and/or archaeological consultants. The State Historic Preservation Officer (SHPO), Massachusetts Board of Underwater Archaeological Resources (BUAR), local historical societies, certified local governments, general public, and NRHP may also be able to assist with locating information on:
- i. Previously identified historic properties; and
  - ii. Areas with potential for the presence of historic properties.
- d. **Discovery of Previously Unknown Remains and Artifacts:** If any previously unidentified human remains, cultural deposits, or artifacts are discovered while accomplishing the activity authorized by this permit, you must immediately notify the USACE of what you have found, and to the maximum extent practicable, cease work and avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The USACE will initiate the Federal, State and tribal coordination required to determine if the items or remains warrant a recovery effort and/or if the site is eligible for listing in the National Register of Historic Places.
- e. **Section 110k:** Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. § 306113) prevents the USACE from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106, has intentionally significantly adversely effected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the USACE, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the USACE is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties effected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or effects historic properties on tribal lands or effects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.
- f. **Underwater Archaeological Resources:** Under Massachusetts General Law Ch. 6, s.'s 179-180, and Ch. 91, s. 63, the BUAR has statutory jurisdiction within state waters and is the sole trustee of the Commonwealth's underwater heritage, charged with the responsibility of encouraging the discovery and reporting, as well as the preservation and protection, of underwater archaeological resources. Underwater archaeological resources located within the waters of the Commonwealth of Massachusetts are property of the Commonwealth, which holds title to these resources and retains regulatory authority over their use. Under Massachusetts General Law, no person, organization or corporation may "remove, displace, damage, or destroy" any underwater archaeological resources located within the Commonwealth's submerged lands except through consultation with the BUAR and in conformity with the permits it issues. <https://www.mass.gov/orgs/board-of-underwater-archaeological-resources>.

## **15. USACE Property and Federal Projects. (33 USC §408)**

- a. USACE projects and property can be found at: <https://www.nae.usace.army.mil/Missions/Civil-Works/>.
- b. In addition to any authorization under these GPs, prospective permittee shall contact the USACE Real Estate Division (<https://www.nae.usace.army.mil/Missions/Real-Estate-Division/>) at (978) 318-8585 for work occurring on or potentially affecting USACE properties and/or USACE-controlled easements. Work may not commence on USACE properties and/or USACE-controlled easements until they have received any required USACE real estate documents evidencing site-specific permission to work.
- c. Any proposed temporary or permanent occupation or alteration of a Federal project (including, but not limited to, a levee, dike, floodwall, channel, anchorage, breakwater, seawall, bulkhead, jetty, wharf, pier, or other work built or maintained but not necessarily owned by the United States),

is not eligible for SV and requires a PCN. This includes all proposed structures and work in, over, or under a USACE federal navigation project (FNP) or in the FNP's buffer zone. The buffer zone is an area that extends from the horizontal limits of the FNP to a distance of three times the FNP's authorized depth. The activity also requires review and approval by the USACE pursuant to 33 USC 408 (Section 408 Permission). The prospective permittee may reach out to the POCs located here: <https://www.nae.usace.army.mil/Missions/Section-408/>.

d. Any structure or work constructed in a FNP or its buffer zone shall be subject to removal at the owner's expense prior to any future USACE dredging or the performance of periodic hydrographic surveys.

e. Where a Section 408 permission is required, written verification for the PCN will not be issued prior to the decision on the Section 408 permission request.

## **16. Navigation**

a. No activity may cause more than a minimal adverse effect on navigation.

b. Any safety lights and signals prescribed by the U.S. Coast Guard, must be installed, and maintained at the permittee's expense on authorized facilities in navigable waters of the U.S.

c. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein, and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

d. The permittee understands and agrees that if future U.S. operations require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

**17. Permit/Authorization Letter On-Site.** For PCNs, the permittee shall ensure that a copy of these GPs and the accompanying authorization letter are at the work site (and the project office) whenever work is being performed, and that all personnel with operational control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit authorization shall be made a part of any and all contracts and sub-contracts for work that affects areas of USACE jurisdiction at the site of the work authorized by these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means these GPs, including GCs and the authorization letter (including its drawings, plans, appendices, special conditions, and other attachments), and any permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or sub-contract as a change order. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire authorization letter, and no contract or sub-contract shall require or allow unauthorized work in areas of USACE jurisdiction. For SVs, the permittee shall ensure that a complete and signed copy of the SVN is present on site during construction and is made available for review at any time by USACE and other Federal, State, & Local regulatory agencies. A complete and signed copy of the SVN must be submitted to USACE Regulatory within 30 days of initiating construction of the authorized activity, unless stated otherwise in the applicable GP.

**18. Storage of Seasonal Structures.** Coastal structures such as pier sections, floats, etc., that

are removed from the waterway for a portion of the year (often referred to as seasonal structures) shall be stored in an upland location, located above MHW and not in tidal wetlands. These seasonal structures may be stored on the fixed, pile-supported portion of the structure that is seaward of MHW. This is intended to prevent structures from being stored on the marsh substrate and the substrate seaward of MHW.

#### **19. Pile Driving and Pile Removal in Navigable Waters.**

- a. Derelict, degraded or abandoned piles and sheet piles in navigable waters of the U.S., except for those inside existing work footprints for piers, must be completely removed, cut and/or driven to 3 feet below the substrate to prevent interference with navigation, and existing creosote piles that are affected by project activities shall be completely removed if practicable. In areas of fine-grained substrates, piles must be removed by the direct, vibratory or clamshell pull method<sup>1</sup> to minimize sedimentation and turbidity impacts and prevent interference with navigation from cut piles. Removed piles shall be disposed of in an upland location landward of MHW or OHW and not in wetlands, tidal wetlands or mudflats.
- b. A PCN is required for the installation or removal of structures with jetting techniques.
- c. A PCN is required for the installation of >12 inch-diameter piles of any material type or steel piles of any size in tidal waters, unless they are installed in the dry. If piles are not installed in the dry:
  - i. Impact pile driving shall commence with an initial set of three strikes by the hammer at 40% energy, followed by a one-minute wait period, then two subsequent 3-strike sets at 40% energy, with one minute waiting periods, before initiating continuous impact driving.
  - ii. Vibratory pile driving shall be initiated for 15 seconds at reduced energy followed by a one-minute waiting period. This sequence of 15 seconds of reduced energy driving, one-minute waiting period shall be repeated two more times, followed immediately by pile-driving at full rate and energy.
  - iii. In addition to using a soft start at the beginning of the workday for pile driving as described in 19c(i-ii), a soft start must also be used at any time following a cessation of pile driving for a period of 30 minutes or longer.
- d. Bubble curtains may be used to reduce sound pressure levels during vibratory or impact hammer pile driving.

**20. Time-of-Year (TOY) Restrictions.** Activities that include in-water work must comply with the TOY Restrictions below to be SV eligible, otherwise a PCN is required. PCN submittals shall contain written justification for deviation from the TOY Restrictions. The term “in-water work” does not include conditions where the work site is “in-the-dry” (e.g., intertidal areas exposed at low tide). The term “in-the-dry” includes work contained within a cofferdam so long as the cofferdam is installed and subsequently removed outside the TOY Restriction. The TOY restrictions stated in Appendix B of the MA DMF Technical Report TR-47<sup>2</sup> can apply instead for activities in tidal waters if (1) TOYs are provided for a specific waterbody where the activity is proposed and (2) the TOYs are less restrictive than below. The activity must also not require a PCN elsewhere in this document to be SV eligible.

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<sup>1</sup> Direct Pull: Each piling is wrapped with a choker cable or chain that is attached at the top to a crane. The crane then pulls the piling directly upward, removing the piling from the sediment. Vibratory Pull: The vibratory hammer is a large mechanical device (5-16 tons) that is suspended from a crane by a cable. The vibrating hammer loosens the piling while the crane pulls up. Clamshell Pull: This can remove intact, broken or damaged pilings. The clamshell bucket is a hinged steel apparatus that operates like a set of steel jaws. The bucket is lowered from a crane and the jaws grasp the piling stub as the crane pulls up. The size of the clamshell bucket is minimized to reduce turbidity during piling removal.

<sup>2</sup> The MA DMF Technical Report TR-47: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>

## TOY Restriction (No work)

### Non-tidal Waters

Defer to TR-47

### Tidal Waters

January 15 – November 15

Alternate work windows proposed under a PCN will generally be coordinated with the USFWS and NMFS. Resulting written verifications may include species-specific work allowed windows.

**21. Heavy Equipment in Wetlands.** Operating heavy equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and such equipment shall not be stored, maintained, or repaired in wetlands, to the maximum extent practicable. Where construction requires heavy equipment operation in wetlands, the equipment shall:

- i. Have low ground pressure (typically  $\leq 3$  psi);
- ii. Be placed on swamp/construction/timber mats (herein referred to as “construction mats” or “mats”) that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. See GC 22 for information on the placement of construction mats; or
- iii. Be operated on adequately dry or frozen wetlands such that shear pressure does not cause subsidence of the wetlands immediately beneath the equipment and upheaval of adjacent wetlands. Construction mats are to be placed in the wetland from the upland or from equipment positioned on mats if working within a wetland. Dragging construction mats into position is prohibited. Other support structures that are capable of safely supporting equipment may be used with written USACE authorization.

## 22. Temporary Fill, Work & Construction Mats.

a. Construction mats in non-tidal waters: Temporary construction mats shall be in place  $\leq 1$  year and for one growing season or less to be SV eligible. A PCN is required if construction mats are in place  $> 1$  year or for more than one growing season. Construction mats can be placed in an area of any size in non-tidal waters. The activity may occur in segments to ensure the requirements for SV above are met, otherwise a PCN is required.

b. Construction mats in tidal waters: Temporary construction mats placed in an area  $< 5,000$  SF in tidal waters are SV eligible, provided those mats are in place  $\leq 6$  months. Temporary construction mats placed in an area  $\geq 5,000$  SF or in place  $> 6$  months in tidal waters require a PCN.

c. Management of construction mats: At a minimum, construction mats shall be managed in accordance with the following construction mat best management practices (BMPs):

1. Mats shall be in good condition to ensure proper installation, use, and removal.
2. As feasible, mats shall be placed in a location that will minimize the amount of mats needed for the wetland crossing(s).
3. Inspect mats prior to their re-use and remove any plant debris. Mats are to be thoroughly cleaned before re-use to prevent the spread of invasive plant species.
4. Impacts to wetland areas shall be minimized during installation, use, and removal of the mats.
5. Adequate erosion & sediment controls shall be installed at approaches to mats to promote a smooth transition to, and minimize sediment tracking onto, the mats.
6. In most cases, mats should be placed along the travel area so that the individual boards are resting perpendicular to the direction of traffic. No gaps should exist between mats. Place mats far enough on either side of the resource area to rest on firm ground.

d. A PCN is required for temporary fills in place  $> 2$  years. All temporary fills and disturbed soils shall be stabilized to prevent the material from eroding into waters of the U.S. where it is not authorized. Work shall include phased or staged development to ensure only areas under active development are exposed and to allow for stabilization practices as soon as practicable. Temporary fill must be placed in a manner that will prevent it from being eroded by expected high flows.

- e. Activities that require unconfined temporary fill and are authorized for discharge into waters of the U.S. shall consist of material that minimizes effects to water quality.
- f. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Materials shall be placed in a location and manner that does not adversely impact surface or subsurface water flow into or out of the wetland. Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric or other appropriate material laid on the pre-construction wetland grade where practicable to minimize impacts and to facilitate restoration to the original grade. Construction mats are excluded from this requirement.
- g. Construction debris and deteriorated materials shall not be located in waters of the U.S.
- h. Temporary fills, construction mats, and corduroy roads shall be entirely removed as soon as they are no longer needed to construct the authorized activity and the disturbed areas be restored to pre-construction contours and conditions.
- i. Construction equipment, such as temporary barges in tidal waters, shall provide clearance above the substrate to avoid grounding onto the substrate during all tides.

### **23. Restoration of Wetland Areas.**

- a. Upon completion of construction, all disturbed wetland areas shall be stabilized with a wetland seed mix or plant plugs containing only plant species native to New England, and be appropriate for site conditions, including salinity and frequency of inundation, and shall not contain any species listed in the "Invasive and Other Unacceptable Plant Species" Appendix K of the New England District "Compensatory Mitigation Standard Operating Procedures" found at <https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation.aspx>.
- b. The introduction or spread of invasive plant species in disturbed areas shall be prevented and controlled. Equipment shall be thoroughly cleaned before and after project construction to prevent the spread of invasive species. This includes, but is not limited to, tire treads and construction mats.
- c. In areas of authorized temporary disturbance, if trees are cut in USACE jurisdiction, they shall be cut at or above ground level and not uprooted in order to prevent disruption of any kind to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.
- d. Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized.

### **24. Bank Stabilization.**

- a. Projects involving construction or reconstruction/maintenance of bank stabilization within USACE jurisdiction shall be designed to minimize environmental effects, effects to neighboring properties, scour, conversion of natural shoreline to hard armoring, etc. to the maximum extent practicable.
- b. Projects involving the construction of new bank stabilization within USACE jurisdiction shall use bioengineering techniques and natural materials in the project design to the maximum extent practicable. Use of hard structures shall be eliminated or minimized unless the prospective permittee can demonstrate that use of bioengineering techniques is not practicable due to site conditions.
- c. Where possible, bank stabilization projects shall optimize the natural function of the shoreline, including self-sustaining stability to attenuate flood flows, fishery, wildlife habitat and water quality protection, while protecting upland infrastructure from storm events that can cause erosion as well as impacts to public and private property.
- d. No material shall be placed in excess of the minimum needed for erosion protection.
- e. No material shall be placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas).

- f. Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization.
- g. The activity must be properly maintained, which may require repairing it after severe storms or erosion events.

## **25. Soil Erosion and Sediment Controls.**

- a. Appropriate soil erosion and sediment controls<sup>1</sup> (hereinafter referred to as “controls”) must be installed prior to earth disturbance and maintained in effective operating condition during construction. Biodegradable wildlife friendly erosion controls should be used whenever practicable to minimize effects to water quality.
- b. Activities in streams (rivers, streams, brooks, etc.) and tidal waters that are capable of producing sedimentation or turbidity should be done during periods of low-flow or no-flow, when the stream or tide is waterward of the work area. Controls may also be used to obtain dry work conditions (e.g., coffer dam, turbidity curtain). The prospective permittee must demonstrate in the project plans where the controls are proposed and how these controls would avoid and/or minimize turbidity or sedimentation.
- c. A PCN is required for controls that encroach: i) >25% of the stream width measured from OHW in non-tidal diadromous streams from March 15 to June 30; or ii) >25% of the waterway width measured from MHW in tidal waters from Feb. 1 to June 30, or >50% of the waterway width measured from MHW in tidal waters from July 1 to Jan. 14. This is to protect upstream fish passage. Proponents must also maintain downstream fish passage throughout the project.
- d. No dewatering shall occur with direct discharge to waters or wetlands. Excess water in isolated work areas shall be pumped or directed to a sedimentation basin, tank or other dewatering structures in an upland area adequately separated from waters or wetlands. Suspended solids shall be removed prior to discharge back into waters or wetlands from these dewatering structures. All discharge points back into waters and wetlands shall use appropriate energy dissipaters and erosion and sedimentation control BMPs.
- e. Temporary controls shall be removed upon completion of work, but not until all exposed soil and other fills, as well as any work waterward of OHW or the HTL, are permanently stabilized at the earliest practicable date. Sediment and debris collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. Controls may be left in place if they are biodegradable and flows and aquatic life movements are not disrupted.

## **26. Aquatic Life Movements and Management of Water Flows.**

- a. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity’s primary purpose is to impound water. All permanent and temporary crossings of waterbodies and wetlands shall be:
  - i. Suitably spanned, bridged, culverted, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species; and
  - ii. Properly aligned and constructed to prevent bank erosion or streambed scour both adjacent to and inside the crossing.

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<sup>1</sup> Appropriate soil erosion, sediment and turbidity controls include cofferdams, bypass pumping around barriers immediately up and downstream of the work footprint (i.e., dam and pump), installation of sediment control barriers (i.e., silt fence, vegetated filter strips, geotextile silt fences, filter tubes, erosion control mixes, hay bales or other devices) downhill of all exposed areas, stream fords, retention of existing vegetated buffers, application of temporary mulching during construction, phased construction, and permanent seeding and stabilization, etc.

- b. To avoid adverse impacts on aquatic organisms, the low flow channel/thalweg shall remain unobstructed during periods of low flow, except when necessary to perform the authorized work.
- c. For work in tidal waters, in-stream controls (e.g., cofferdams) should be installed in such a way as to not obstruct fish passage.
- d. Riprap and other stream bed materials shall be installed in a manner that avoids organism entrapment in rock voids or water displaced to subterranean flow with crushed stone and riprap.
- e. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity shall not restrict or impede the passage of normal or high flows unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

## **27. Spawning, Breeding, and Migratory Areas.**

- a. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized under these GPs.
- b. Activities in waters of the U.S. that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
- c. The applicant is responsible for obtaining any “take” permits required under the USFWS’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The applicant should contact the appropriate local office of the USFWS to determine if such “take” permits are required for a particular activity.
- d. Information on spawning habitat for species managed under the Magnuson-Stevens Fishery Conservation and Management Act (i.e., EFH for spawning adults) can be obtained from NAE Regulatory website, Essential Fish Habitat section, at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>.
- e. Information regarding diadromous fish habitat can be obtained from the following DMF website at: <https://www.mass.gov/info-details/massgis-data-diadromous-fish>.

## **28. Vernal Pools.**

- a. A PCN is required if a discharge of dredged or fill material is proposed within a vernal pool depression that is also a water of the U.S.
- b. Vernal pools must be identified on the plans that show aquatic resource delineations.
- c. Adverse impacts to vernal pools shall be avoided & minimized to the maximum extent practicable.

## **29. Invasive Species.**

- a. The introduction, spread or the increased risk of invasion of invasive plant or animal species on the project site, into new or disturbed areas, or areas adjacent to the project site caused by the site work shall be avoided. Construction mats shall be thoroughly cleaned before reuse to avoid spread of invasive species.
- b. Unless otherwise directed by USACE, all applications for PCN non-tidal projects proposing fill in USACE jurisdiction shall include an Invasive Species Control Plan. Additional information can be found at: <https://www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species/>, <https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation/>.

**30. Fills Within 100-Year Floodplains.** The activity shall comply with applicable Federal Emergency Management Agency (FEMA) approved, Massachusetts Emergency Management

Agency (MEMA) approved and/or local floodplain management requirements. Applicants should contact FEMA and/or MEMA regarding floodplain management requirements.

### **31. Stream Work and Crossings & Wetland Crossings.**

- a. When feasible, all temporary and permanent crossings of waterbodies and wetlands (hereinafter referred to as “crossings”) shall conform to the “Massachusetts River and Stream Crossing Standards” located at: <https://www.mass.gov/doc/massachusetts-river-and-stream-crossing-standards/download> or <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>. Projects that do not conform to these guidelines shall be reviewed under PCN or IP procedures.
- b. Crossings shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, maintain water quality, and not obstruct the movement of aquatic life indigenous to the waterbody beyond the duration of construction.
- c. Crossings shall be installed in such a manner as to preserve hydraulic capacity and flow, sediment transport, and organism passage at its present level, between the wetlands on either side of the road. The applicant shall take necessary measures to correct any wetland damage resulting from deficiencies in hydraulic capacity, sediment transport and organism passage.
- d. Stream crossings shall utilize a natural mixed grain-size streambed material composition that matches upstream and downstream substrates to create a stable streambed. Substrate should function appropriately during normal and high flows without washing out. If natural streambed material is not utilized, a PCN is required.
- e. Activities involving open trench excavation in flowing waters require a PCN. Work should not occur in flowing waters (requires using management techniques such as temporary flume pipes, culverts, cofferdams, etc.). Normal flows should be maintained within the stream boundary’s confines when practicable. Projects utilizing these management techniques must meet all applicable terms and conditions of the GP, including the GCs in Section IV.

### **32. Utility Line Installation and Removal**

- a. Subsurface utility lines must be installed at a sufficient depth to avoid damage from anchors, dredging, etc., and to prevent exposure from erosion and stream adjustment.
- b. When utility lines are installed via horizontal directional drilling, a frac-out contingency plan shall be present on site for the duration of construction. As necessary, the applicant shall immediately contain, control, recover, and remove drilling fluids released into the environment.
- c. Abandoned or inactive utility lines must be removed and faulty lines (e.g., leaking hazardous substances, petroleum products, etc.) must be removed or repaired. A written verification from the USACE is required if they are to remain in place, e.g., to protect sensitive areas or ensure safety.
- d. Utility lines shall not adversely alter existing hydrology, and trenches cannot be constructed or backfilled in such a manner as to drain waters of the U.S. (e.g., backfilling with extensive gravel layers, creating a French drain effect). In wetland areas, structures such as ditch plugs, cut-off walls, clay blocks, bentonite, or other suitable material shall be used within utility trenches to ensure that the trench through which the utility line is installed does not drain waters of the U.S. including wetlands.
- e. Stockpiling of tree debris, to the extent where it has the effect of fill material, shall not occur in waters of the U.S. Tree debris shall be removed from waters of the U.S. and placed in uplands without causing additional disturbance to aquatic resources. Failure to meet this condition could change the bottom elevation of the wetland and be considered a discharge of fill material, and depending on the area of alteration, may require a PCN or IP.

**33. Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

**34. Coral Reefs.** Impacts to coral reefs are not authorized under these GPs. Coral reefs consist of the skeletal deposit, usually of calcareous or siliceous materials, produced by the vital activities of anthozoan polyps or other invertebrate organisms present in growing portions of the reef.

**35. Blasting.** Blasting in waters of the U.S. associated with work such as dredging, trenching, pile installation, etc. is not authorized under these GPs.

**36. Inspections.** The permittee shall allow USACE to make periodic inspections at any time deemed necessary to ensure that the work is being or has been performed in accordance with the terms and conditions of this permit. To facilitate these inspections, for activities requiring a PCN, the permittee shall complete and return the Certificate of Compliance when it is provided with a PCN verification letter. For SV-eligible activities, the permittee shall complete and submit the SVN to USACE within 30 days of initiating project construction, at which point, USACE may opt to inspect the activity to verify compliance with the terms and conditions of the GP. Post-construction engineering drawings may be required by USACE for completed work. This includes post-dredging survey drawings for any dredging work.

**37. Maintenance.** The permittee shall maintain the activity authorized by these GPs in good condition and in conformance with the terms and conditions of this permit. Some maintenance activities may not be subject to federal regulation under Section 404 in accordance with 33 CFR 323.4(a)(2). This condition is not applicable to maintenance of dredging projects. Prospective permittees should contact USACE to inquire about maintenance of dredging projects, and its eligibility under these GPs. Maintenance dredging is subject to the review thresholds in GP #7 as well as any conditions included in a written USACE authorization. Maintenance dredging includes only those areas and depths previously authorized and dredged.

**38. Property Rights.** Per 33 CFR 320.4(g)(6), these GPs do not convey any property rights, either in real estate or material, or any exclusive privileges, nor do they authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

**39. Transfer of GP Verifications.** When the work authorized by these GPs is still in existence at the time the property is transferred, the terms and conditions of these GPs, including any special conditions, will continue to be binding on the entity or individual who received the GP authorizations, as well as the new owner(s) of the property. If the permittee sells the property associated with a GP authorization, the applicant may transfer the GP authorization to the new owner by submitting a letter to USACE to validate the transfer. A copy of the GP authorization letter must be attached to the letter, and the letter must include the following statement: "The terms and conditions of these general permits, including any special conditions, will continue to be binding on the new owner(s) of the property." This letter shall be signed by both the seller and new property owner(s).

**40. Modification, Suspension, and Revocation.** These GPs and any individual authorization issued thereof may be either modified, suspended, or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7; and any such action shall not be the basis for any claim for damages against the U.S.

**41. Special Conditions.** The USACE may impose other special conditions on a project authorized pursuant to these GPs that are determined necessary to minimize adverse navigational and/or environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, constitutes a permit violation and may subject the applicant to criminal, civil, or administrative penalties or restoration.

**42. False or Incomplete Information.** If USACE makes a determination regarding the eligibility of a project under these GPs, and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the applicant, the authorization will not be valid, and the U.S. Government may institute appropriate legal proceedings.

**43. Abandonment.** If the permittee decides to abandon the activity authorized under these GPs, unless such abandonment is merely the transfer of property to a third party, he/she/they may be required to restore the area to the satisfaction of USACE.

**44. Enforcement cases.** These GPs do not apply to any existing or proposed activity in USACE jurisdiction associated with an on-going USACE or EPA enforcement action, until such time as the enforcement action is resolved or USACE or EPA determines that the activity may proceed independently without compromising the enforcement action.

**45. Previously Authorized Activities.**

- a. Completed projects that received prior authorization from USACE (SV or PCN), shall remain authorized in accordance with the original terms and conditions of those authorizations, including their terms, GCs, and any special conditions provided in a written verification.
- b. Activities authorized pursuant to 33 CFR 330.3 (activities occurring before certain dates) are not affected by these GPs.

**46. Duration of Authorization.**

These GPs expire on June 1, 2028. Activities authorized under these GPs will remain authorized until the GPs expire, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2(e)(2). Activities authorized under GPs 1-25 that have either commenced (i.e., are under construction) or are under contract to commence in reliance upon this authorization will have until June 1, 2029 to complete the work. If requested by USACE, the permittee shall furnish documentation that demonstrates the project was under construction or under contract to commence by June 1, 2028. If work is not completed before June 1, 2029, the permittee must contact USACE. The USACE may issue a new authorization provided the project meets the terms and conditions of the MA GPs in effect at the time. Activities completed under the SV or PCN authorizations of these GPs will continue to be authorized after their expiration date.

**DIVISION 1 - GENERAL REQUIREMENTS**

## SECTION 01110

## SUMMARY OF WORK

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

1. Work of the Contract is shown and described in Drawings and Project Manual entitled:

Stevens Street Culvert Rehabilitation  
Town of North Andover  
June 2025

Tighe & Bond, Inc.  
Consulting Engineers  
Westfield, Massachusetts

2. The Work includes the following major items:
  - a. Partial demolition of the existing stone masonry headwalls.
  - b. Installation of new concrete headwalls to replace demolished stone masonry headwalls.
  - c. CIPP lining of existing RCP culvert
  - d. Restoration of roadway surface over culvert and along approaches

## B. Related Requirements

1. Section 00800 - Supplementary Conditions

## 1.2 SUBMITTALS

## A. Informational Submittals

1. Submit copies of permits or approvals required for the Work, prior to initiating the Work.

## 1.3 EXISTING SYSTEM DESCRIPTION

- A. The existing culvert structure comprises twin 48-inch diameter reinforced concrete, barrels supported within a concrete and dry laid masonry headwall and topped with a concrete slab, reconstructed in 1956.

## 1.4 PROJECT/SITE CONDITIONS

## A. Permits

1. Obtain the permits and approvals listed below:
  - a. Permits and licenses of a temporary nature necessary to perform the Work.

- b. Permits for disposal of construction wastes including disposal of cleared and grubbed materials.
    - c. Other permits or licenses required for the Contractor's operations or required elsewhere in the Contract Documents and not included herein.
  - 2. Comply with the permits and approvals listed below:
    - a. Town of North Andover Conservation Commission Order of Conditions. A copy of the Order of Conditions is included in Section 00800.
    - b. Army Corps of Engineers Section 404 Pre-Construction Notification. A copy of the Notification is included in Section 00800.
  - 3. Obtain required time extensions to permits obtained by the Contractor, if construction authorized by permits has not been completed by the expiration date noted on these permits.
  - 4. Obtain permits and approvals from appropriate jurisdictional agencies and property owners for use of premises not furnished by the Owner, and for all off-site areas.
  - 5. Submit copies of permits prior to performance of Work authorized by permits.
- B. Existing Conditions
- 1. Use of Premises and Off-site Work
    - a. The Work shall occur on the Owner's property within the limits of Work.
    - b. Land owned by the Owner is available for staging along Stevens Street.
    - c. Obtain permits and approvals for use of any land and access thereto that is deemed necessary for the Work, where such land is not available for use by the Owner, including land for temporary construction facilities, access and egress, or for storage of materials. Confine apparatus and storage to such additional areas.
    - d. Obtain permits and written approvals from appropriate jurisdictional agencies for the use of premises not available for use by the Owner, including all offsite staging areas, borrow pits and waste areas. Submit copies of all permits and approvals to the Owner prior to using areas.
    - e. Provide for the disposal of waste materials off-site in accordance with all applicable laws.
    - f. Adhere to the limits of Work and traffic control plans as indicated, to minimize obstruction to traffic and inconvenience to the Owner, general public, and residents in the vicinity of the Work, and to protect people and property. Keep fire hydrants on or adjacent to the Work accessible to fire fighting equipment at all times.
    - g. Make temporary provisions for the use of sidewalks and maintain functioning gutters, stormwater systems, drainage ditches, and culverts.
    - h. Maintain public access to businesses and residences including driveways and parking lots at all times during the Work.

**PART 2 PRODUCTS**

**2.1 MATERIALS FURNISHED BY OWNER**

- A. The Owner will not furnish any materials, labor or equipment under this Contract.

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

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**SECTION 01140****WORK RESTRICTIONS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes
  - 1. Work Schedule
  - 2. Construction Constraints
  - 3. Vehicle Access
  - 4. Available Work Area
  - 5. Site Usage Plan
- B. Related Requirements
  - 1. Section 01310 - Coordination
  - 2. Section 01325 - Scheduling of Construction

**1.2 SUBMITTALS**

- A. Incorporate the requirements of this Section in the project schedule submitted under Section 01325.
- B. Action Submittals
  - 1. Submit site usage plan within 30 days of the Notice to Proceed.

**1.3 WORK SCHEDULE**

- A. Conduct the Work during daylight hours on Monday through Friday, and within the time between 7:00 a.m. and 5:00 p.m. No work is to be done on Owner's holidays, Saturdays, Sundays or outside of the work hours described above. No equipment or machinery may be started at the sites before 8:00 a.m. and all equipment must be shut off by 4:00 p.m.
- B. The Contractor shall plan the Work so as to avoid working beyond these hours. However, if despite the Contractor's diligent efforts, the Contractor believes that overtime work is necessary in order for the Contractor to complete the Work, the Contractor may apply to the Engineer and to the Owner for approval to perform overtime Work, which approval may be withheld in their sole discretion. No additional compensation or time extension shall be due to the Contractor whether approval is granted or denied.
- C. If the Contractor believes that overtime work is necessary, it shall obtain prior approval from the Owner. The Contractor shall file a request for such approval in writing and shall include the specific reasons therefor and when the work is expected to be concluded. Overtime work shall normally be limited to evening hours (5:00 p.m. to 8:00 p.m) Monday through Friday and daytime hours (7:00 a.m. to 5:00 p.m) on Saturdays except in special circumstances approved by the Owner.

- D. Cutting of paved surfaces, excavation within any paved roadway, or pavement resurfacing activities is not allowed from November 15<sup>th</sup> to April 1<sup>st</sup>.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION**

**3.1 CONSTRUCTION CONSTRAINTS**

- A. The following are constraints for the Work. Incorporate these constraints into the schedule required to be submitted under Section 01325.

**3.2 AVAILABLE WORK AREA**

- A. Limits of construction are defined on the Drawings. No work will be permitted to be performed outside these boundaries.

**3.3 SITE USAGE PLAN**

- A. Locations of available staging areas are shown on the Drawings.
- B. Submit a site usage plan showing all proposed staging areas, locations of all office and storage trailers, and material laydown areas. The site usage plan should be a drawing showing the proposed locations and shall include on-site traffic modifications and temporary utilities as may be applicable. Submit plan to Owner for review. Modify plan per Owner comments.

**END OF SECTION**

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**SECTION 01270****MEASUREMENT AND PAYMENT****PART 1 GENERAL****1.1 DIVISION 0 AND DIVISION 1 WORK INCIDENTAL TO THE CONTRACT PRICE**

- A. No separate measurement or payment will be made for Work called for in Division 0 or Division 1 of the Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.
- B. Division 2 of the Project Manual is superseded with Divisions II and III of the MassDOT Highway Division Standard Specifications for Highways and Bridges dated 2023, as amended, and the Special Provisions, attached.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION - NOT USED****END OF SECTION**

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## SECTION 01290

## APPLICATION AND CERTIFICATE FOR PAYMENT

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes
  - 1. Definition and description of measurement and payment to be used for the Work
  - 2. Payment procedures
  - 3. Payment requests for stored materials
- B. Related Requirements
  - 1. Section 01295 - Schedule of Values

## 1.2 GENERAL

- A. The following paragraphs describe payment procedures for the work to be done under the respective items in the Bid Form.
- B. Each lump sum and unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
- C. Except as provided for in Section 01295, no separate measurement or payment will be made for Work called for in Division 0 or Division 1 of the Contract Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.
- D. Special Provision Work will be measured and paid for at the Contractor's unit Bid price or lump sum Bid price as indicated on the Bid form. Those payable Work items, and related prices as Bid, will be the basis for all compensation to the Contractor for Work performed under this Contract. Work not specifically included as a Bid item, but which is required to properly and satisfactorily complete the Work is considered ancillary and incidental to the Bid item Work, and payment for such Work is considered to be included in the values as Bid for payable items. Compensation for all unit Bid price Work will be made based on the measured quantity of Work under the appropriate Bid items.

## 1.3 LUMP SUM ITEMS

- A. Each lump sum price stated in the Bid form shall constitute full compensation for all labor, equipment and materials necessary and required to complete the work specified under that particular item, and also all costs for doing related work as set forth in the Contract Documents or implied in carrying out their intent.
  - 1. Measurement
    - a. There will be no measurement of quantities for lump sum items. Periodic partial payments for this Work, included under the Agreement, shall be

based on the percent completion of each work item listed in the Schedule of Values provided under Section 01295 estimated by the Contractor and approved by the Engineer.

2. Payment

- a. The lump sum payment shall be full compensation for furnishing all labor, materials, tools, equipment, and services necessary for the construction of the lump sum items, in its entirety as detailed in the Contract Documents.

1.4 UNIT PRICE ITEMS

- A. Each unit price stated in the Bid form shall constitute full compensation for all labor, equipment and materials necessary and required to complete the Work specified under that particular item, and also all costs for doing related work as set forth in the Contract Documents or implied in carrying out their intent.
- B. Payment of the unit price items will only be made for the actual quantity of Work performed in accordance with the Contract Documents.
- C. Item 1C - Monthly price adjustment for hot mix asphalt (HMA) mixtures (ITEM 999.3)

1. Measurement

- a. This Contract contains a price adjustment for bituminous concrete (hot mix asphalt) mixtures. The value provided in the Bid Form is an allowance for budgeting purposes only. The value is neither a limit nor a guarantee of payment. Payment to the Contractor for increases in the price of liquid asphalt, or credits due to the Owner for decreases in the price of liquid asphalt, will be determined in accordance with the following procedure.
  - 1) The Base Price for liquid asphalt for this Project will be \$635.00 per ton.
  - 2) The price adjustment shall be based on the variance in price for the liquid asphalt component only of hot mix asphalt from the Base Price to the Period Price. It shall not include transportation or other charges. The price adjustment shall occur on a monthly basis.
  - 3) The Period Price shall be as published by the Massachusetts Department of Transportation for the calendar month in which the Work was completed.
  - 4) The Contract price adjustment will be paid only for the liquid asphalt contained in the hot mix asphalt paid under the following Item: Hot Mix Asphalt (Top and Binder Course).
  - 5) For the aforementioned items subject to the Contract price adjustment, the liquid asphalt content of hot mix asphalt mixtures

shall be calculated based on 5.5% (0.055) by weight regardless of percentages established in individual job mix formulas.

- 6) The price adjustment will be determined by multiplying the number of tons of hot mix asphalt paid during each one-month period by the liquid asphalt content, times the variance in price between Base Price and Period Price of liquid asphalt.
  - 7) The price adjustment will be paid only if the variance of the Period Price from the Base Price is 5 percent or more for a given month. The adjustment will be paid with no deduction of the 5 percent from either upward or downward adjustments.
- b. No price adjustments will be made for Work completed beyond the date of Final Completion.

D. Monthly price adjustment for diesel fuel (ITEM 999.4)

1. Measurement

- a. This Contract contains a price adjustment for diesel fuel. The value provided in the Bid Form is an allowance for budgeting purposes only. The value is neither a limit nor a guarantee of payment. Payment to the Contractor for increases in the price of diesel fuel, or credits due to the Owner for decreases in the price of diesel fuel, will be determined in accordance with the following procedure.
- 1) The Base Price for diesel fuel for this Project will be \$2.650 per gallon.
  - 2) The price adjustment shall be based on the variance in price for diesel fuel from the Base Price to the Period Price and shall occur on a monthly basis.
  - 3) The Period Price shall be as published by the Massachusetts Department of Transportation for the calendar month in which the Work was completed.
  - 4) The price adjustment will be determined by multiplying the number of cubic yards of excavation and borrow (as defined in the next paragraph) paid during each one-month period by 0.29 gallons per cubic yard, and adding that to the tons of hot mix asphalt (as defined in the next paragraph) paid during each one-month period by 2.90 gallons per ton. The total number of gallons calculated shall then be multiplied by the variance in price between Base Price and Period Price of diesel fuel.
  - 5) Excavation and borrow paid under the following Items shall be used to calculate the amount of diesel fuel as described in the above paragraph: [Partial Demolition of Existing Culvert, Earth Excavation, Culvert Excavation, Gravel Borrow, Gravel Borrow for Backfilling Structures and Pipes, Loam for Roadsides]. Hot mix asphalt paid under the following Items shall be used to

calculate the amount of diesel fuel as described in the above paragraph: Hot Mix Asphalt (Top and Binder Course).

- 6) The price adjustment will be paid only if the variance of the Period Price from the Base Price is 5 percent or more for a given month. The adjustment will be paid with no deduction of the 5 percent from either upward or downward adjustments.

- b. No price adjustments will be made for Work completed beyond the date of Final Completion.

E. Monthly price adjustment for gasoline (ITEM 999.5)

1. Measurement

- a. This Contract contains a price adjustment for gasoline. The value provided in the Bid Form is an allowance for budgeting purposes only. The value is neither a limit nor a guarantee of payment. Payment to the Contractor for increases in the price of gasoline, or credits due to the Owner for decreases in the price of gasoline, will be determined in accordance with the following procedure.

- 1) The Base Price for gasoline for this Project will be \$2.378 per gallon.
- 2) The price adjustment shall be based on the variance in price for gasoline from the Base Price to the Period Price and shall occur on a monthly basis.
- 3) The Period Price shall be as published by the Massachusetts Department of Transportation for the calendar month in which the Work was completed.
- 4) The price adjustment will be determined by multiplying the number of cubic yards of excavation and borrow (as defined in the next paragraph) paid during each one-month period by 0.15 gallons per cubic yard, multiplied by the variance in price between Base Price and Period Price of gasoline.
- 5) Excavation and borrow paid under the following Items shall be used to calculate the amount of gasoline as described in the above paragraph: [Partial Demolition of Existing Culvert, Earth Excavation, Culvert Excavation, Gravel Borrow, Gravel Borrow for Backfilling Structures and Pipes, Loam for Roadsides].
- 6) The price adjustment will be paid only if the variance of the Period Price from the Base Price is 5 percent or more for a given month. The adjustment will be paid with no deduction of the 5 percent from either upward or downward adjustments.

- b. No price adjustments will be made for Work completed beyond the date of Final Completion.

F. Monthly price adjustment for structural steel and reinforcing steel (ITEM 999.6)

1. Measurement

- a. This Contract contains a price adjustment for structural steel and reinforcing steel. The value provided in the Bid Form is an allowance for budgeting purposes only. The value is neither a limit nor a guarantee of payment. Payment to the Contractor for increases in the price of structural steel and reinforcing steel, or credits due to the Owner for decreases in the price of structural steel and reinforcing steel, will be determined in accordance with the following procedure.
- b. The Base Price for structural steel and reinforcing steel for this Project shall be \$1.138 per pound. Price adjustments will be handled as described below and shall only apply to unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings, and unfabricated reinforcing steel bars.
- c. The Base Price Date is the month and year in which bids are opened for the project. This date is used to select the Base Price Index.
- d. Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices calculated based on the purchase date of the steel (Period Price Date) using an index of steel prices to adjust the Base Price.
- e. The Period Price Date is the date the steel was delivered to the fabricator as evidenced by an official bill of lading submitted to the Department containing a description of the shipped materials, weights of the shipped materials and the date of shipment. This date is used to select the Period Price Index.
- f. The index used for the calculation of Period Prices is the U.S. Bureau of Labor Statistics (BLS) Producer Price Index (PPI) Series ID WPU101702 (Not Seasonally Adjusted, Group: Metals and Metal Products, Item: Semi-finished Steel Mill Products.) As this index is subject to revision for a period of up to four months after its original publication, no price adjustments will be made until the index for the period is finalized, i.e., the index is no longer suffixed with a "(P)".
- g. Period Prices are determined as follows:  

$$\text{Period Price} = \text{Base Price} \times \text{Index Factor}$$

$$\text{Index Factor} = \text{Period Price Index} / \text{Base Price Index}$$
  - 1) The price adjustment will be paid only if the variance of the Period Price from the Base Price is 5 percent or more for a given month. The adjustment will be paid with no deduction of the 5 percent from either upward or downward adjustments.
  - 2) Price adjustments will be calculated by multiplying the number of pounds of unfabricated structural steel material or unfabricated

reinforcing steel bars subject to a price adjustment by the index factor calculated as shown above.

- 3) Price adjustments will not include the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel costs, fuel surcharges, or other such charges not related to the cost of the unfabricated structural steel and unfabricated reinforcing steel.
- 4) The weight of steel subject to a price adjustment shall not exceed the final shipping weight of the fabricated part by more than 10%.

2. No price adjustments will be made for Work completed beyond the date of Final Completion.

G. Monthly price adjustment for Portland cement in concrete (ITEM 999.7)

1. Measurement

- a. This Contract contains a price adjustment for Portland cement contained in cast-in-place concrete. The value provided in the Bid Form is an allowance for budgeting purposes only. The value is neither a limit nor a guarantee of payment. Payment to the Contractor for increases in the price of Portland cement, or credits due to the Owner for decreases in the price of Portland cement, will be determined in accordance with the following procedure.

- 1) The Base Price for Portland cement for this Project will be \$425.53 per ton.
- 2) The price adjustment shall be based on the variance in price for the Portland cement component only of cast-in-place concrete from the Base Price to the Period Price. It shall not include transportation or other charges. The price adjustment shall occur on a monthly basis.
- 3) The Period Price shall be as published by the Massachusetts Department of Transportation for the calendar month in which the Work was completed.
- 4) The Contract price adjustment will be paid only for the Portland cement component of cast-in-place concrete paid under the following Item: [4000 psi, 1.5 Inch, 565 Cement Concrete].
- 5) For the aforementioned items subject to the Contract price adjustment, the Portland cement content of cast-in-place concrete mixtures shall be calculated based on 0.305 tons of Portland cement per cubic yard of cast-in-place concrete, regardless of actual Portland cement content of individual concrete mix designs.
- 6) The price adjustment will be determined by multiplying the number of cubic yards of cast-in-place concrete paid during each

one-month period by the Portland cement content, times the variance in price between Base Price and Period Price of Portland cement.

- 7) The price adjustment will be paid only if the variance of the Period Price from the Base Price is 5 percent or more for a given month. The adjustment will be paid with no deduction of the 5 percent from either upward or downward adjustments.
- b. No price adjustments will be made for Work completed beyond the date of Final Completion.

## 1.5 PAYMENT PROCEDURES

### A. Informal submittal: Unless otherwise directed by the Engineer:

1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of EJCDC C-620, Contractor's Application for Payment, plus continuation sheet or sheets.
2. Make this preliminary submittal to the Engineer at the last regular job meeting of each month.
3. Revise the preliminary submittal as approved by the Engineer and incorporate the approved payments into the formal submittal.

### B. Formal submittal: Unless otherwise directed by the Engineer:

1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or electronically on EJCDC C-620, Contractor's Application for Payment, plus continuation sheet or sheets.
2. Sign and notarize the Application for Payment.
3. Submit the original of the Application for Payment, plus six identical copies of the continuation sheet or sheets, to the Engineer.
4. The Engineer will compare the formal submittal with the approved informal submittal and, if acceptable, will sign the Contractor's Application for Payment, and present the Application to the Owner.
5. Provide a signed and notarized Certificate for Stored Materials and proof of storage in a dry, watertight, heated and insured warehouse facility.

## 1.6 PAYMENT REQUESTS FOR STORED MATERIALS

- A. Requests for payment for stored materials shall be made in accordance with Section 00700 and shall be accompanied by the attached "Certificate for Stored Materials" form. Payment for stored materials shall not exceed the value actually paid by the Contractor for the stored materials as evidenced by the accompanying bill of sale, invoice, or other documentation.
- B. Partial payment requests for materials stored or so-called "engineering costs" by equipment manufacturers will not be allowed. All such costs shall be distributed proportionately among the various items of equipment/hardware to be furnished.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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CERTIFICATE FOR STORED MATERIALS

\_\_\_\_\_  
Tighe & Bond Project No.

We, \_\_\_\_\_, request payment for materials and/or equipment not incorporated in the work included under our firm's contract with \_\_\_\_\_ as listed below.

We hereby certify under penalty of perjury, that the materials not incorporated in the work have been delivered and are securely stored at the site or at \_\_\_\_\_ and that we have title to said materials free and clear of all Liens, as evidenced by the attached bill of sale, invoice, or other documentation.

We also certify that an inventory of said materials and/or equipment has been compiled for the purposes of this monthly partial payment request. This list of materials and/or equipment, including unit prices for said material not incorporated in the work for which payment is hereby requested, consisting of \_\_\_\_\_ pages and dated \_\_\_\_\_, is signed and attached hereto.

We acknowledge that payments made based on this request for materials and/or equipment not incorporated in the work does not relieve the contractor of its responsibility for furnishing all materials and equipment required for the satisfactory completion of the project pursuant to the contractual requirements.

We further certify that we can and will adequately protect said materials and/or equipment until they are incorporated in the work; that they meet the requirements of the specifications, and that they will be needed for incorporation in the work in the near future.

IN WITNESS WHEREOF, we, the said \_\_\_\_\_ h-  
ereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor's Firm Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Notary Public

SCHEDULE OF STORED MATERIALS

Job No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Location: \_\_\_\_\_

Date \_\_\_\_\_  
Pay Estimate \_\_\_\_\_

| Item | Description | Supplier/Manufacturer | Quantity Stored<br>and not<br>Incorporated | Unit \$ | Certified Value |
|------|-------------|-----------------------|--------------------------------------------|---------|-----------------|
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |
|      |             |                       |                                            |         |                 |

Signature: \_\_\_\_\_  
Contractor's Principal

Total Amount Due for Stored Materials \_\_\_\_\_

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

## SECTION 01295

## SCHEDULE OF VALUES

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes
  - 1. Schedule of Values

## 1.2 SUBMITTALS

- A. Action Submittals
  - 1. Submit 3 copies of the Schedule of Values for approval within 10 days after the Effective Date of the Agreement.

## 1.3 SCHEDULE OF VALUES

- A. Schedule of Values shall be a detailed breakdown of the lump sum Work items showing values allocated to the various elements of the Work.
- B. The format of the Schedule of Values shall be a breakdown by Specification Section and content and shall be submitted on EJCDC C-620, Contractor's Application for Payment. The Engineer may require additional detailed documentation to support the values in the form of executed purchase orders, subcontracts, or other agreements.
- C. The Engineer will determine the level of breakdown and detail required. The breakdown shall include materials, installation, and start-up for equipment and controls where applicable. The final document will be the basis of payment requests for the duration of the Contract. No progress payment will be made until the Schedule of Values is approved by the Engineer.
- D. An unbalanced Schedule of Values providing overpayment on items of work performed first will not be accepted.

## PART 2 PRODUCTS – NOT USED

## PART 3 EXECUTION – NOT USED

## END OF SECTION

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## SECTION 01310

## COORDINATION

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes
  - 1. Project Management
  - 2. Coordination
  - 3. Project Meetings
- B. Related Requirements
  - 1. Section 01140 - Work Restrictions
  - 2. Section 01325 - Scheduling of Construction
- C. Related Work Not Included
  - 1. Operation of existing facilities will be performed by the Owner unless otherwise specified. The Owner will assist in arranging operation of any existing facilities or equipment required by the Contractor to connect to existing facilities, and the Contractor shall not operate existing valves or equipment. Only the Owner will operate Owner valves.

## 1.2 SUBMITTALS

- A. Incorporate the requirements of this Section, as well as Work which may impact the existing system operation, or the operations of any adjacent utility, in the project schedule submitted under Section 01325.
- B. Informational Submittals
  - 1. At the pre-construction conference, supply to the Owner the cell phone number of a responsible person who may be contacted during off-hours for emergencies 24 hours a day, seven days a week.
  - 2. Prepare a contact list of phone numbers, including cell phone numbers, and emails for all Project personnel and submit to the Engineer within one week after the pre-construction conference. Include Contractor, Owner, Engineer, and Town personnel including police, fire, and ambulance.

## 1.3 PROJECT MANAGEMENT

- A. Complete the Work in a continuous uninterrupted operation. Use sufficient personnel and adequate equipment to complete the Work within the Contract Time.

## 1.4 COORDINATION

- A. Perform all coordination necessary to complete repairs to the existing culvert.
- B. Coordinate with appropriate utility companies, as well as with the Owner, where the Work crosses or is adjacent to existing utilities.

## 1.5 PROJECT MEETINGS

### A. Pre-Construction Conference

1. The Contractor shall be prepared to discuss the following subjects at the Pre-Construction Conference. Documentation for these items is required to be submitted within the time frames included in individual specification sections.
  - a. Project scheduling
  - b. Sequencing of critical path Work items
  - c. Shop Drawing procedures
  - d. Project changes and clarification procedures
  - e. Use of sites, access to Work areas, office and storage areas, security and temporary facilities
  - f. Contractor safety plan and representative
  - g. Progress payments and procedures
  - h. Required documentation
  - i. Project personnel contact list

### B. Progress Meetings

1. Progress meetings will be held every 2 weeks and at other times as requested by the Owner or as required by the Progress of the Work.
2. The Contractor's Superintendent shall attend all progress meetings.
3. At a minimum, progress meetings will review Work progress, schedule, Shop Drawing submission schedule, Applications for Payment, and other matters needing discussion and resolution.
4. Review the schedule with all parties to be affected by upcoming work.
5. Review the monthly construction report required under Section 01325.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Notify DIGSAFE at 1-888-344-7233 at least 72 hours prior to any digging, trenching, rock removal, demolition, borings, backfill, grading, landscaping, or any other earth moving operations.

### 3.2 COORDINATION WITH THE OWNER'S OPERATIONS

- A. Notify the Owner and Engineer, in writing, a minimum of 1 week in advance of commencing Work on site. Work on site shall not occur until all necessary permits are obtained.
- B. Notify the Owner and Engineer, in writing, a minimum of 1 week before commencing any work which may affect the Owner's operations.

- C. Perform all construction activities so as to avoid interference with operations of the facility and the work of others.
- D. Coordinate the following operations with the Owner and the Engineer:
  - 1. Dewatering operations. The Town will facilitate any water drawdown.
  - 2. CIPP operations.
  - 3. Upon exposure of existing utilities (water and sewer) above the culvert.
- E. The Owner has the authority to order the Work stopped. Any costs and/or delays associated with these work stoppages due to the Contractor's operation shall be borne by the Contractor.

### 3.3 SEQUENCE OF CONSTRUCTION

- A. The Contractor will be allowed reasonable flexibility in scheduling the construction activities. Provide a detailed construction schedule as required in Section 01325.

END OF SECTION

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## SECTION 01325

## SCHEDULING OF CONSTRUCTION

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes
  - 1. Progress Schedule
- B. Related Requirements
  - 1. Section 01140 - Work Restrictions
  - 2. Section 01310 - Coordination

## 1.2 PROGRESS SCHEDULE

- A. Graphically show the order and interdependence of activities, sequence of Work, how the start of a given activity depends on completion of preceding activities, and how completion of an activity may restrain the start of subsequent activities.
- B. The Work shall be planned by the Contractor and his Project field superintendent in coordination with all Subcontractors and Suppliers whose Work is shown on the Progress Schedule.
- C. Include, at a minimum, the following activities on the Progress Schedule:
  - 1. Project mobilization
  - 2. Submittal and approval of Shop Drawings
  - 3. Procurement of equipment and critical materials
  - 4. Installation of equipment and critical materials
  - 5. Fabrication of special equipment and material, and its installation and testing
  - 6. Final inspecting and testing
  - 7. Punchlist
  - 8. Final cleanup
  - 9. Other activities that may be critical to the Progress Schedule
  - 10. All activities of the Owner and the Engineer which affect progress and/or affect required dates for completion of the Work
- D. Take into consideration Shop Drawing submittal and approval time, the delivery times of equipment and materials, Subcontractors' Work, availability and abilities of workmen, weather conditions, any restrictions in operations at the Work site, and all other items that may affect completion of the Work within the Contract Time.
- E. The Progress Schedule shall reflect the requirements and constraints outlined in Section 01310, Coordination.
- F. The Progress Schedule shall reflect Work restrictions outlined in Section 01140.

- G. Show information in such detail that duration times of activities will range from one to 15 days. The selection and number of activities shall be subject to the approval of the Owner and Engineer.
- H. The Progress Schedule should show preceding and following event numbers for each activity, description of each activity, and activity duration in calendar days.
- I. Submit the Progress Schedule on maximum sheet size 30-inches high by the width required.

### 1.3 SUBMITTALS

#### A. Informational Submittals

- 1. Submit four prints of the preliminary Progress Schedule prepared in accordance with Article 2.05 of Section 00700 and the requirements of this section. Progress schedule must be submitted within 10 days after the Effective Date of the Agreement. Progress Schedule must be approved by the Owner and Engineer before the first progress payment will be made.
- 2. Revised analyses - Within 10 days after receipt of the review comments, submit four prints of the Progress Schedule revised in accordance with those comments.
- 3. Periodic reports - On the first progress meeting of each month, submit four prints of the updated Progress Schedule, as well as a report of construction activities in the prior month.
- 4. Before initiating the Work, submit an estimated monthly rate of Contractor payments for the project. If the payment schedule deviates from the original projection, submit a revised rate of expenditure schedule.

### 1.4 PERIODIC REPORTS

- A. At each scheduled progress meeting, distribute to all attendees a construction report which details the Work performed during the preceding period. The report shall include the following at a minimum:
  - 1. Actual progress of Work. Update the Progress Schedule accordingly.
  - 2. The Progress Schedule, or revised Progress Schedule, should show the portions of the Progress Schedule impacted by the Work progress.
  - 3. Activities or portions of activities completed during the reporting period, and their total value as basis for Contractor's periodic request for payment. Payment made will be based on the total value of such activities completed or partially completed after verification by the Engineer.
  - 4. State the percentage of the Work actually completed and scheduled as of the report date, and the progress along the critical path in terms of days ahead of or behind the dates defined in the Progress Schedule.
  - 5. If the Work is behind the dates set forth in the Progress Schedule, also report progress along other paths with negative slack.
  - 6. Include a narrative which includes:
    - a. A description of problem areas, anticipated and current

- b. Delaying factors and their impact
- c. An explanation of corrective actions taken or proposed

7. Show the date of latest revision.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

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## SECTION 01330

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes
  - 1. Action Submittals
  - 2. Informational Submittals

## 1.2 DEFINITIONS

- A. Action Submittals – includes written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Informational Submittals – includes information submitted by Contractor that does not require Engineer's approval. The Engineer will acknowledge receipt of such documents and provide comments when the submittals lack the detail required by the Contract Documents.

## 1.3 ACTION SUBMITTALS

- A. Shop Drawings
  - 1. Shop Drawings as defined in the General Conditions, and as specified in individual work sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation drawings, schedule information, piece part drawings, actual shop work manufacturing instructions, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certification, as applicable to the Work.
  - 2. Shop Drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard size drawings shall be
    - a. 24 inches by 36 inches
    - b. 22 inches by 34 inches
    - c. 11 inches by 17 inches
    - d. 8.5 inches by 11 inches
  - 3. Submit Shop Drawings at the proper time to prevent delays in delivery of materials. Coordinate submittals for related or interdependent equipment.
  - 4. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.
  - 5. Check all Shop Drawings regarding measurements, size of members, materials, and details to determine if they conform to the Contract Documents. Shop Drawings found to be inaccurate, not in compliance, or otherwise in error shall

be returned to the Subcontractors or Suppliers for correction before submission to the Engineer. Drawings that are current shall be marked with the date, name, and approval stamp of the Contractor.

6. All details on Shop Drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the Shop Drawings before being submitted for approval.
  7. Detailed installation drawings (sewers, equipment, piping, electrical conduits and controls, HVAC work, and plumbing, etc.) shall be drawn to scale and fully dimensioned.
  8. No material or equipment shall be purchased or fabricated until the required Shop Drawings have been submitted and approved. Materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by the Shop Drawings.
  9. Until the necessary approval has been given, do not proceed with any portion of the work, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.
  10. If submitted equipment requires modifications to the structures, piping, layout, or other details shown on the Drawings, details of the proposed modifications must also be submitted for approval. If such equipment and modifications are approved, perform all Work necessary to make such modifications at no additional cost to the Owner.
- B. Product Data: Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the Work.
- C. Samples and color selection charts: Provide sample, when requested by individual Specification to establish conformance with the Specifications, and as necessary to define color, texture and pattern selections available.
- D. Product Substitutions: In accordance with Section 01630.
- E. Operation and Maintenance Manuals: In accordance with Section 01770.
- F. Schedule of Values: In accordance with Section 01295.
- G. Site Usage Plan: In accordance with Section 01140.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Schedule of Submittals
  - 1. Submit a preliminary Schedule of Submittals within 10 days of the Effective Date of the Agreement in accordance with Article 2.05 of Section 00700.
- B. Schedule of Manufacturers and Suppliers
  - 1. Submit a schedule of manufacturers and Suppliers within 7 days after Notice to Proceed including the names and addresses of the manufacturers and Suppliers of materials and equipment to be incorporated into the Work.
- C. Schedule of Major Products
  - 1. Submit a schedule of major products within 30 days after Notice to Proceed including a complete list of major products proposed for use, with specification section number, name of manufacturer, trade name, and model number of each product.
- D. Product Listing and Manufacturers Qualifications
  - 1. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards. Specifically identify the products, the anticipated schedule for delivery and storage, and the estimated value thereof for materials which the Contractor intends to request approval for off-site storage.
- E. Certificates of Compliance
  - 1. General:
    - a. Submit sworn certificates from the manufacturer or material supplier that the materials and fabrications provided under the Specification section conform with the Contract Documents.
    - b. Certificates shall be signed by an officer of the manufacturer's corporation and witnessed by a Notary Public.
  - 2. Welding: Submit in accordance with individual Specification sections.
  - 3. Installer: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.
  - 4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
  - 5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency, or when specified in individual Specification sections.
  - 6. Manufacturer's Certificate of Compliance: In accordance with individual Specification sections.
- F. Application for Payment

1. Submit applications for payment in accordance with Section 01270, Measurement and Payment or Section 01290, Application and Certificate for Payment.
  2. Submit schedule of stored materials when requesting payment for materials not yet installed.
- G. Construction Photography and Videography: Provide preconstruction, progress, and post-construction photography and videography in accordance with Sections 01320 and 01321.
- H. Contract Closeout Submittals: In accordance with Section 01770.
- I. Contractor Design Data
1. Written and graphic information
  2. List of assumptions
  3. List of performance and design criteria
  4. Summary of loads or load diagram
  5. Calculations
  6. List of applicable codes and regulations
  7. Name and version of software
  8. Information requested in individual Specification section
- J. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.
- K. Schedules - Submit construction progress schedules and schedule updates in accordance with Section 01325.
- L. Statement of Qualifications: Submit evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty subcontractor, trade, specialist, consultant, installer, and other professionals.
- M. Submittals Required by Laws, Regulations, and Governing Agencies
1. Submit promptly notifications, reports, certifications, payrolls, and other required information as may be required, directly to the applicable federal, state, or local governing agency or their representative.
  2. Transmit to Engineer for Owner's records, one copy of correspondence and transmittals (including enclosures and attachments) between Contractor and governing agency.
- N. Test and Inspection Reports
1. Submit test and inspection reports as required by individual Specification sections.

2. Test and inspection reports shall contain signature of person responsible for test or report.
  3. Reports shall include identification of product and Specification, project name, date and time of test, type of test, location, test results, corrective action required if report indicates test is not in compliance with Contract Documents, interpretation of test results, and other information as required in individual Specification sections.
- O. Equipment Data: Submit information on equipment to be used in the performance of the Work as required by individual Specification sections.
- P. Testing and Start-up Data: Prepare and submit testing procedures proposed to perform testing required by individual Specification sections.
- Q. Vendor Training Plan: At least two weeks prior to scheduling training of Owner's personnel, submit lesson plans for vendor training in accordance with individual Specification section and manufacturer's Operations and Maintenance Manuals.
- R. Health & Safety Plans: When specified in individual Specification sections, prepare and submit a Health and Safety Plan modified or supplemented to include job-specific considerations.
- S. Submittals stamped by another Professional Engineer: When specified in individual Specification sections, prepare and submit calculations and/or drawings stamped by a Professional Engineer licensed in the State where the work is being performed.
- T. Coordination Drawings: When specified in individual Specification sections, prepare and submit drawings to show how multiple system and interdisciplinary work will be coordinated. Examples are conduit routing diagrams, duct layouts, utility coordination drawings, sprinkler plans etc.
- U. Work Plans: When specified in individual Specification sections, prepare and submit copies of all work plans needed to demonstrate to the Owner that Contractor has adequately thought-out the means and methods of construction and their interface with existing facilities.
- V. Erosion Control Plan: When specified in Contract Documents or required by local ordinances or regulations, prepare and submit copies of erosion control plans.
- W. Traffic Control Plan: When specified in Contract Documents or required by local ordinances or regulations, prepare and submit copies of traffic control plans.
- X. Shutdown Requests: Submit notification of any outages required (electrical, flow processes, etc.) as may be required to tie-in new work into existing facilities. Unless otherwise specified, provide outage requests a minimum of 7 days' notice shall be provided.
- Y. Equipment Data: When specified in other Specification sections, information on equipment used by the Contractor to complete the Work, such as compaction equipment and closed-circuit television inspection equipment.

## 1.5 PROCEDURES

### A. Coordination

1. Prepare and submit documentation in advance of fabrication and product manufacturer, so that the installation will not be delayed, other related work can be properly coordinated, and there is adequate time for review and resubmission, if required.
  2. Provide no less than 30 days for review of submittals from the time received by the Engineer. For submittals of major equipment, that require more than 30 days to review, due to complexity and detail or those requiring review by multiple engineering disciplines, Engineer will notify Contractor of the circumstances and identify the anticipated date when the submittal will be returned.
  3. Re-submittals will be subject to same review time.
  4. No extension of time will be authorized due to failure to provide approvable submittals sufficiently in advance of the Work.
- B. Review Shop Drawings, product data, and samples prior to submission and verify and determine:
1. Field measurements
  2. Conformance with the Contract Documents. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.
  3. Delete or strike out information that is not applicable to the Work.
- C. Upload the electronic submittal files via Procore. Access to Procore will be provided by the Engineer. Files must be in .pdf format. The submittals will be returned in electronic .pdf format via Procore.
- D. Numbering: Submissions shall be accompanied by a transmittal form referencing the project name and applicable Specification section. Submittals shall be numbered sequentially, with the applicable Specification section and a hyphen preceding the number. (*e.g.* Submittal number 11330-01). Resubmittals shall bear the same transmittal number with a revision number commencing with "1" (*e.g.* Submittal number 11330-01-1).
- E. Provide a copy of the Submittal Certification Form (copy attached at the end of this section) which shall be attached to every copy of each submittal as required under Article 7.16 A.2 of Section 00700. Apply the Contractor's stamp and initials or signature certifying that the submission has been thoroughly reviewed for completeness, compliance with the Contract Documents, coordination with adjacent construction and dimensional compatibility. Items submitted without the stamp or that are incomplete will be returned by the Engineer for rework and resubmission.
- F. Provide a copy of the PE Certification Form (copy attached at the end of this section) which shall be attached to every copy of each submittal stamped by another Professional Engineer. Items submitted without the completed certification form will be returned by the Engineer for resubmission.
- G. Distribute copies of reviewed submittals along with the Engineer's transmittal to concerned parties with instructions to promptly report any inability to comply with the provisions or integrate the requirements with interfacing work.

**H. Partial and Incomplete Submittals**

1. Shop Drawings shall be submitted as a complete package by Specification section, unless otherwise reviewed and approved by the Engineer. It is the intent that all information, materials, and samples associated with each Specification section be included as a single submittal for the Engineer's review.
2. Engineer will return entire submittals if preliminary review deems it incomplete including:
  - a. Missing or incomplete Submittal Certification Form
  - b. Insufficient number of copies
  - c. Missing content
3. Partial submittals may be considered, at Engineer's option, only when necessary to expedite the Project.
4. Partial submittals shall be clearly identified as such on the transmittal to identify missing components.

**I. Submittals not required by the Specification will be returned without review or action code.****J. Resubmission**

1. Make corrections and modifications required by the Engineer and resubmit until approved.
2. Clearly identify changes made to submittals and indicate other changes that have been made other than those requested by the Engineer.
3. A maximum of two re-submissions of each shop drawing will be reviewed, checked and commented upon without charge to the Contractor (total of 3 submittals). Any additional submissions which are required by the Engineer to fulfill the stipulations of the Contract Documents will be charged to the Contractor as described in paragraph 7.16.E.2 of Section 00700.

**K. Distribution**

1. Distribute approved Shop Drawings and approved product data to the Project Site and elsewhere as required to communicate the information to Suppliers, Subcontractors, and field personnel.

**1.6 ENGINEER'S REVIEW**

- A. The Engineer will review submittals for design, general methods of construction and detailing. The Engineer's review and approval of submittals shall not be construed as a complete check nor does it relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the Engineer's attention to such deviations at the time of submission. It will not extend to means, methods, technique, sequences, or procedures of construction (except where specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.

- B. The Engineer's review of the submittals shall not relieve the Contractor from the responsibility for proper fitting of the Work, or the responsibility of furnishing any work required by the Contract Documents which may not be indicated on the submittals. The Contractor shall be solely responsible for any quantities shown on the submittals.
- C. If the Contractor considers any correction indicated on the submittals to constitute a change to the Contract Documents, the Contractor shall provide written notice to the Engineer at least 7 working days prior to release for manufacture.
- D. When the submittals have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- E. Action submittals as defined in paragraph 1.2 will be reviewed and returned under one of the following codes:
  - 1. Approved (Action Code 1) is assigned when there are no notations or comments on the submittal. Equipment or materials may be released for manufacture, provided that it complies with requirements of the Contract Documents.
  - 2. Approved as Noted (Action Code 2) is assigned when there are notations or comments on the submittal, but the equipment or materials may still be released for manufacture. All notations and comments must be incorporated in the final product. Resubmission is not necessary.
  - 3. Revise and Resubmit (Action Code 3) is assigned when there are notations and comments requiring a resubmittal of the package. Work cannot proceed until the submittal is revised and resubmitted for review.
  - 4. Not Approved (Action Code 4) is assigned when the submittal contains non-specified items or does not meet the requirements of the Contract Documents. It may also be assigned when there is a significant amount of missing material required for the Engineer to perform a complete review. The entire package must be resubmitted, revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the Contract Documents.
- F. Informational submittals as defined in paragraph 1.2 do not require approval by the Engineer. Such submittals will be returned under one of the following codes:
  - 1. Receipt Acknowledged (Action Code 5) is assigned when the submittal is provided for documentation purposes and is acknowledged as received. Comments may be noted using this action code.
  - 2. Revise and Resubmit (Action Code 6) is assigned when there are notations and comments requiring a resubmittal of the package.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

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**SUBMITTAL CERTIFICATION FORM**

PROJECT: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_ ENGINEER'S PROJECT NO.: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_ CONTRACTOR'S PROJECT  
NO.: \_\_\_\_\_

TRANSMITTAL NO.: \_\_\_\_\_ SUBMITTAL NO.: \_\_\_\_\_  
SPECIFICATION NO.: \_\_\_\_\_ DRAWING NO: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_

The above referenced submittal has been reviewed by the undersigned and I/we certify that the materials and/or equipment meets or exceeds the project specification requirements; that field measurements, dimensions, quantities, specified performance criteria, installation requirements, materials, catalog numbers and related materials have been verified; that all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work has been determined and verified; that review includes all information related to the contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety; and item has been coordinated with the overall project with:

☐ NO DEVIATIONS

☐ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS:

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SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

GENERAL CONTRACTOR'S STAMP

**PE CERTIFICATION FORM**

The undersigned hereby certifies that he/she is a Professional Engineer registered in the Commonwealth of Massachusetts and that he/she has been employed by

\_\_\_\_\_ to design  
(Name of Contractor)

\_\_\_\_\_  
(Insert PE Responsibilities)

In accordance with Specification section \_\_\_\_\_ for the

\_\_\_\_\_  
(Name of Project)

The undersigned further certifies that he/she has performed the said design in conformance with all applicable local, state and federal codes, rules and regulations; and, that his/her signature and PE stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the

\_\_\_\_\_  
(Insert Name of Owner)

or Owner's representative within seven days following written request therefor by the Owner.

\_\_\_\_\_  
PE Name

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**SECTION 01450****QUALITY CONTROL****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes
  - 1. Quality assurance and control of the Work
  - 2. Testing and inspection services
  - 3. Product test reports
  - 4. Manufacturer's field service
- B. Related Requirements
  - 1. Section 01451 - Independent Testing Services
  - 2. Testing requirements are described in various Sections of the Project Manual.

**1.2 SUBMITTALS**

- A. Informational Submittals
  - 1. Product test reports

**1.3 QUALITY ASSURANCE**

- A. Monitor quality control over Suppliers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. Comply fully with manufacturer's instructions. Should these instructions conflict with the Specifications, request clarification from the Owner before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or requirements indicate higher standards or more precise workmanship.

**1.4 TESTING SERVICES FURNISHED BY CONTRACTOR**

- A. Furnish all testing services required for materials and equipment proposed to be used in the Work, and quality control tests made in the field including:
  - 1. Concrete materials and mix designs
  - 2. Concrete in place
  - 3. Modified proctor analyses for all borrow materials used on the Project
  - 4. Modified proctor analysis of all subgrade material to be compacted during surface preparation and fine grading and compaction work
  - 5. Sieve analyses for all borrow materials used on the Project
  - 6. Soil structure and nutrient analyses for all loam and topsoil used on the Project

7. Compaction tests performed during trench backfilling and compaction, rough grading and site preparation, fine grading and compaction of roadway and sidewalk subgrades, and placement of roadway and sidewalk subbase materials
  8. Design of asphalt mixtures
  9. Asphalt in place
  10. Field welded joints
  11. All other tests and engineering data as required in the Contract Documents.
- B. Testing agencies must meet the requirements of Section 01451.
  - C. An independent commercial testing laboratory, with current Massachusetts certification, shall perform all tests that require the services of a laboratory to determine compliance with the Contract Documents. Independent testing laboratory requirements are defined under Section 01451.
  - D. Secure and deliver the required number of samples to the laboratory as required by the Contract Documents.
  - E. Notify Owner and Engineer of time, location and material being sampled.
  - F. Schedule necessary testing laboratory services.
  - G. Furnish written reports of each test within 48 hours of completion of testing.
  - H. Notify the Engineer 48 hours prior to operations requiring inspections and laboratory testing services so the Engineer may witness testing. All failed test areas shall be re-worked and re-tested until passing results are obtained.
  - I. The Owner may hire its own independent testing laboratory for quality control tests made in the field or laboratory on materials and equipment during and after their incorporation in the Work. Cooperate with the Owner and independent testing laboratory and furnish samples of materials, design, mix, equipment, tools, storage, and assistance as requested.
  - J. Re-work all failed test areas until passing results are obtained. All re-tests required as a result of the Contractor's failure to perform the work in accordance with the Contract Documents shall be at the Contractor's expense.

#### 1.5 CODE COMPLIANCE TESTING

- A. Provide inspections and tests required by codes or ordinances, or by a legally constituted authority having jurisdiction over the Work.

#### 1.6 PRODUCT TEST REPORTS

- A. Submit 2 copies of product test reports where required by the Contract Documents.

#### 1.7 SUPPLIERS' FIELD SERVICE

- A. Provide qualified field service and installation personnel from material and equipment Suppliers to observe site conditions, installation techniques, quality of workmanship, equipment start-up, adjustment, and performance test where required by the Contract

Documents. Observations are to be reported and incorporated in the Work procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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## SECTION 01451

## INDEPENDENT TESTING SERVICES

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

1. Independent testing services including geotechnical, concrete, grout and mortar, and welding inspection and testing
2. Testing laboratory services

## B. Related Requirements

1. Section 01450 - Quality Control
2. Special Provisions

## 1.2 REFERENCES

## A. General

1. ASTM E329 – Standard Specifications for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction

## B. Soil Testing

1. American Association of State Highway and Transportation Officials (AASHTO)

## C. Concrete Testing

1. Cement and Concrete Reference Laboratory (CCRL)

## D. Welding Inspection

1. AWWA D-100-96 or latest version - AWWA Standard for Welded Steel Tanks for Water Storage
2. American Welding Society (AWS) B1.11 - Guide for the Nondestructive Examination of Welds
3. AWS B5.1 - Specifications for the Qualifications of Welding Inspectors
4. AWS B5.15 - Specifications for the Qualifications of Radiographic Interpreters
5. AWS ARE - 6 Test Methods for Evaluating Welded Joints
6. AWS ARE - 10 Monitoring and Control of Welding and Joining Processes

## E. Coating Inspection

1. National Association of Corrosion Engineers (NACE)
2. SSPC – The Society for Protective Coatings

## F. Masonry Inspection

1. ACI 530-02/ASCE 5-02 TMS 402-02 – Building Code Requirements for Masonry Structures
2. ACI 530.1-02/ASCE 6-02 TMS 602 – Specifications for Masonry Structures
3. ASTM C780 – Standard Test Methods for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Masonry
4. ASTM C1019 – Standard Test Methods for Sampling and Testing Grout

### 1.3 SUBMITTALS

#### A. Informational Submittals

1. Qualifications, experience, and certifications of each proposed testing service
2. Certificate of calibration for testing equipment
3. Inspection and test reports

### 1.4 QUALITY ASSURANCE

#### A. General

1. Comply with the requirements of Section 01450, Quality Control, for testing and inspection requirements.
2. Testing services shall have the following general qualifications:
  - a. Minimum five years as a firm with the type of testing specified.
  - b. Ability to provide timely field testing services to minimize the impact of the testing requirements on construction progress.
  - c. Certification to perform the specified services in the state in which the Work is to be performed.
3. Testing services proposed by the Contractor shall be subject to review by the Owner and Engineer. Any testing firm not acceptable to the Owner or Engineer will be rejected.

B. All testing agencies and laboratories must meet the requirements of ASTM E329.

C. Testing company shall have been in business for a minimum of the last 5 years providing applicable testing services.

D. Testing equipment shall be calibrated at maximum 12 month intervals by devices of accuracy traceable to National Bureau of Standards. Submit copy of certificate of calibration made by accredited calibration agency.

E. Testing shall be in accordance with applicable codes and regulations referenced in individual Specification Sections, and with selected standards of the American Society for Testing and Materials.

## PART 2 PRODUCTS – NOT USED

## PART 3 EXECUTION

### 3.1 TESTING SERVICES – GENERAL

- A. Provide testing services meeting the following:
  - 1. Provide qualified personnel promptly on notice.
  - 2. Perform inspections required by the Contract Documents. Sample and test materials and observe methods of construction to determine compliance with applicable standards and with the requirements of the Contract Documents.
  - 3. Take specimens and samples for testing, as required in individual Specification Sections. Provide all sampling equipment and deliver all specimens and Samples.
  - 4. Promptly notify the Owner and the Engineer of irregularities or deficiencies in the Work which are observed during performance of services.
  - 5. Promptly submit 2 copies of reports of inspections and tests to the Owner, and one copy to the Engineer including:
    - a. Date issued
    - b. Project title and number
    - c. Testing laboratory or agency name and address
    - d. Name and signature of inspector
    - e. Date of inspection or sampling
    - f. Record of temperature and weather
    - g. Date of test
    - h. Identification of product and Specification Section
    - i. Location of Project
    - j. Type of inspection or test
    - k. Results of tests and observations regarding compliance with Contract Documents
- B. Perform additional tests and services as required to assure compliance with the Contract Documents.
- C. Obtain Owner's approval of testing laboratory before performing testing services.
- D. Coordinate with testing laboratory.

### 3.2 GEOTECHNICAL TESTING

- A. Provide field testing and laboratory services for geotechnical soil testing required in Special Provisions.

### 3.3 CONCRETE TESTING

- A. Provide qualified independent field and laboratory testing service to perform the concrete testing required in Division 3 of the specifications.

- B. The concrete testing laboratory shall have been inspected by the CCRL within the past five years.
- C. The testing laboratory shall be licensed by the Commonwealth of Massachusetts.
- D. Field testing technicians shall have a Grade 1 concrete field technician license as issued by the American Concrete Institute (ACI).

#### 3.4 MASONRY TESTING

- A. Provide qualified independent field and laboratory testing service to perform the masonry testing required in Division 4 of the specifications.
- B. The testing laboratory shall be licensed by the Commonwealth of Massachusetts.
- C. Field testing technicians shall have a Structural Masonry Special Inspectors Certificate (SMSI) as issued by the International Code Council (ICC).

#### 3.5 COORDINATION WITH TESTING LABORATORY

- A. Provide testing laboratory personnel access to site and manufacturer's operations.
- B. Provide laboratory with representative samples of materials to be tested in required quantities.
- C. Furnish labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To facilitate inspections and tests.
  - 3. For laboratory's exclusive use for storage and curing of test samples.
  - 4. to provide forms for preparing concrete test beams and cylinders.
- D. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
- E. Arrange with laboratory and pay for additional inspections, samples, and tests required for Contractor's convenience.

END OF SECTION

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**SECTION 01520****CONSTRUCTION FACILITIES****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes
  - 1. Field office
  - 2. Temporary sanitary and first-aid facilities

**1.2 QUALITY ASSURANCE**

- A. Maintain temporary construction facilities in proper and safe condition throughout the progress of the Work.

**1.3 TEMPORARY SANITARY AND FIRST AID FACILITIES**

- A. Provide suitably enclosed chemical or self-contained toilets for the use of the labor force employed on the Work. Toilets shall be located near the Work sites and secluded from observation insofar as possible. Toilets shall be serviced weekly, kept clean and supplied throughout the course of the Work.
- B. Contractor shall enforce proper use of sanitary facilities.
- C. Provide a first aid station at the site.

**PART 2 PRODUCTS – NOT USED****PART 3 EXECUTION – NOT USED****END OF SECTION**

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## SECTION 01570

## TEMPORARY CONTROLS

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes
  - 1. Drainage and erosion control
  - 2. Haybales and siltation fence
  - 3. Erosion Control Barrier
  - 4. Mulch
- B. Related Requirements
  - 1. Special Provisions

## 1.2 SUBMITTALS

- A. Informational Submittals
  - 1. Haybales, siltation fence, mulch, and sediment trapping devices

## PART 2 PRODUCTS

## 2.1 HAYBALES

- A. Haybales required for siltation control shall be wire tied bales of the type normally used for siltation or erosion control or construction projects.

## 2.2 FILTER FABRIC

- A. Filter fabric siltation fencing shall be a woven filter fabric having a weight of at least 2.5 ounces per square yard, a thickness of at least 17 mils, a coefficient of permeability of not less than 0.0009 centimeters per second and allows a water flow rate of a minimum 40 gallons per minute per square yard. The material shall have a high sediment filtration capacity, high slurry flow and minimum clogging characteristics. The material shall be equal to FW-300 as manufactured by Mirafi, Inc., Charlotte, North Carolina; Amoco 2130 by Nilex, Inc., Centennial, CO; MISF 180 by Mutual Industries, PA; or equal.

## 2.3 EROSION CONTROL BARRIER

- A. Straw wattles shall be dense 9" diameter tubes, made with certified noxious weed-free straw bound by netting of the type normally used for siltation or erosion control or construction projects.

## 2.4 MULCH

- A. Hay mulch shall consist of mowed cured grass, clover, alfalfa, timothy, oats, or wheat. No salt hay shall be used.

## **PART 3 EXECUTION**

### **3.1 DRAINAGE AND EROSION CONTROL**

- A. Control erosion and siltation during the construction through mulching, haybales, siltation fencing, diversion and control of storm water run-off, ponding areas and similar methods.
- B. Provide and maintain sediment trapping systems.
- C. Discharge surface runoff from any disturbances to the site into silt containment basins. Utilize siltation prevention measures including haybale and geotextile fences before discharge to drainage systems.

### **3.2 HAYBALES AND SILTATION FENCE**

- A. Place and maintain both haybales and a staked filter fabric siltation fence along the entire length of the proposed construction between the area of construction and the ponds where shown on the Drawings or required by permit.
- B. Install haybales by anchoring bales butted together to existing ground with at least 2 stakes per bale. The stake shall be a minimum of 1-inch square cross section and shall be long enough to penetrate 12 inches into the ground. Replace deteriorated haybales. Remove and dispose of the haybales following the successful growth of vegetation in the areas disturbed by the construction. Haybales shall not be removed until their removal is approved by the Engineer.
- C. Install a filter fabric siltation fence in addition to the staked haybales, prior to construction and remove after full surface restoration has been achieved. Install the siltation fence parallel and immediately adjacent to the haybales as shown on the Drawings. Install as follows:
  - 1. Hand shovel excavate a small trench on the upstream side of the desired fence line location.
  - 2. Unroll the siltation fence system, position the post in the back of the trench (downhill side), and hammer the post at least 1½ feet into the ground.
  - 3. Lay the bottom 6 inches of the fabric into the trench to prevent undermining by storm water run-off.
  - 4. Backfill the trench and compact.
- D. Perform work in accordance with Town of North Andover Conservation Commission Order of Conditions.

### **3.3 RESTORATION**

- A. Provide erosion control, seed and mulch and netting for surface restoration of areas disturbed during construction activities.
- B. Provide temporary stabilization of disturbed areas that remain inactive greater than 14 consecutive days to minimize erosion. Methods to minimize erosion may include but are not limited to:
  - 1. Spreading straw and/or providing temporary planting stabilization.

2. Installing jute netting.
  3. Preparing surfaces to increase the runoff flow path, reduce the runoff flow velocity, or create small storage pockets to retain surface flows. Methods of accomplishing this include using mechanical devices such as track equipment or sheep's foot rollers.
- C. Restore the ground surface in brush and/or woodland areas by machine spreading of existing stripped surface soils (loam and humus), liming, fertilizing, seeding and mulching, as well as installing jute netting where required by steep slopes.
  - D. Salvage existing loam and topsoil and stockpile this material for re-spreading where originally removed. On backfilling, grading shall be returned to preconstruction contours and the stockpile of loam shall be spread over areas disturbed during construction activities.
  - E. Place mulch on seeded areas. Use jute netting on areas having a slope greater than 3 horizontal to 1 vertical, to anchor the mulch until a satisfactory growth is obtained. If seeding is not possible because of the time of the year, apply mulch and netting to stabilize the area until such time as seed can be sown.
  - F. Provide grading, refertilizing, reseeding, remulching and/or netting to maintain the restored areas until the Work is accepted by the Owner.
  - G. Seed shall be as specified under Section 02920.

#### 3.4 CLEANING

- A. Remove any sediment that builds up around the haybales or catchbasins.
- B. Clean sediment trapping devices periodically during the Work. Devices shall be cleaned on a weekly basis, or more frequently if the devices become clogged.
- C. Clean catchbasins that collect sediment as a result of the Work.

#### END OF SECTION

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**SECTION 01600****PRODUCT REQUIREMENTS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes
  - 1. Products and Materials
  - 2. Product Delivery Requirements
  - 3. Packaging, Handling and Storage Requirements
  - 4. Inspection of Offsite Work

**1.2 QUALITY ASSURANCE**

- A. Review all contract Drawings and Specifications with respect to specific system characteristics, applicability of materials and equipment for the intended purposes, sizes, orientation, and interface with other systems, both existing and proposed, and certify that the materials and equipment proposed will perform as specified prior to submitting shop drawings.
- B. Provide sworn certificates as to quality and quantity of materials where specified or requested by the Engineer.
- C. Obtain concurrence of the Engineer prior to processing, fabricating, or delivering material or equipment.

**1.3 PRODUCTS AND MATERIALS**

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by a single manufacturer unless specified otherwise.
- B. Use only new and first quality material in the Work. Material shall conform to the requirements of these Specifications and be approved by the Engineer. If, after trial, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved materials from other approved sources.
- C. Immediately remove defective materials and equipment from the site, at no additional cost to the Owner. The Contractor may be required to furnish sworn certificates as to the quality and quantity of materials before materials are incorporated in the Work.
- D. Engineer has the right to approve the source of supply of all material prior to delivery.

**1.4 PRODUCT DELIVERY REQUIREMENTS**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

- D. Progressively deliver materials and equipment to the Site so there will be neither delay in progress of the Work nor an accumulation of material that is not to be used within a reasonable time.
- E. Deliver products to the Site in their manufacturer's original container, with labels intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to the manufacturer, grade, quality, source, and other pertinent information.

#### 1.5 PACKAGING, HANDLING AND STORAGE REQUIREMENTS

- A. Provide storage and handling of all materials and equipment required for the Work.
- B. Except as otherwise indicated in the Contract Documents, determine and comply with the manufacturer's recommendations on product storage, handling, and protection. Provide manufacturer's documentation on recommended storage procedures when requested by the Engineer.
- C. Properly store and protect all equipment immediately upon its arrival. All equipment shall be stored in a clean, dry, heated, secured, and insured indoor facility satisfactory to the Engineer. Equip drive motors with thermostatically controlled strip heaters. Outdoor storage with plastic, canvas, plywood or other cover will not be allowed except where specific approval for designated items not containing electrical components or bearings is obtained from the Engineer. This approval does not relieve the Contractor of responsibility for proper protection of materials.
- D. Familiarize workmen and subcontractors with hazards associated with materials, equipment, and chemicals specified herein and take all necessary safety precautions.
- E. Areas available on the construction site for storage of material and equipment shall be as shown on the Drawings or approved by the Owner.
- F. Materials and equipment to be incorporated in the Work shall be handled and stored by the manufacturer, fabricator, supplier, and Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind to the material or equipment.
- G. Protect finished surfaces including floor surfaces, stairs, joints, and soffits of passageways from damage until accepted by the Engineer.
- H. Promptly remove materials from the site of the Work which have become damaged or are unfit for the use intended or specified. The Contractor will not be compensated for the damaged materials or their removal costs.
- I. Handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required. Provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished, until the final completion and acceptance of the Work.

- J. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.
- K. All materials and equipment to be incorporated in the Work shall be placed so as to not damage any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Keep materials and equipment neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to the Owner.
- L. No material or equipment will be permitted to be stored in any of the Owner's facilities, unless otherwise approved by the Engineer.
- M. Do not store material or equipment in any wetland or environmentally sensitive area. Stockpile sites shall be level, devoid of mature stands of natural vegetation, and removed from drainage facilities and features, wetlands, and stream corridors.
- N. Contractor shall be fully responsible for loss or damage to stored materials and equipment.
- O. No item judged rusty, corroded or otherwise damaged during storage will be accepted. Any electrical or instrumentation item determined by the Engineer to be damaged shall be removed from the Site and replaced by a completely new item in first class condition. Items not properly stored will not be considered for any partial payment.
- P. Provide protective and preventive maintenance during storage consisting of manually exercising equipment where required, inspecting mechanical surfaces for signs of corrosion or other damage, lubricating, applying any coatings as recommended by the equipment manufacturer as necessary for its protection and other precautions as necessary to assure proper protection of equipment stored.
- Q. Treat ferrous surfaces not receiving finish coats of paint with rust preventive coating, and protect non-ferrous metal work and devices with suitable wrappings.

#### 1.6 INSPECTION OF OFFSITE WORK

- A. The Owner and Engineer will inspect Work performed away from the construction site during fabrication, manufacture, or testing, or before shipment. Give 2 weeks written notice regarding the place and time where such fabrication, manufacture, testing, or shipping will be done.

#### PART 2 PRODUCTS – NOT USED

#### PART 3 EXECUTION – NOT USED

#### END OF SECTION

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## SECTION 01630

## PRODUCT SUBSTITUTION DURING CONSTRUCTION

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

1. Product substitution procedures

## 1.2 CONTRACTOR'S OPTIONS

- A. For materials or equipment (hereinafter products) specified only by performance or reference standard, select product meeting that standard, by any Supplier. To the maximum extent possible, provide products of the same generic kind from a single source.
- B. For products specified by naming several products or manufacturers, select any one of the products or Suppliers named, which fully complies with the Drawings and Specifications. Another "or-equal" product can also be considered by the Engineer if it complies with the provisions of Article 7.04, Section 00700. If a product proposed by the Contractor does not qualify as an "or-equal" item, then it can be considered as a proposed substitute item, and the Contractor must comply with the requirements of Article 7.05, Section 00700.
- C. For products specified by naming products or manufacturers and followed by words indicating that no "or-equal" item or substitution is permitted, there is no option and no substitution will be allowed.
- D. Where more than one choice is available as a Contractor's option, select product that is compatible with other products already selected or specified.

## 1.3 SUBSTITUTIONS

- A. If in the Engineer's sole discretion a product proposed by the Contractor does not qualify as an "or-equal" item under the provisions of Article 7.04 of Section 00700, it can be considered a proposed substitute item. Submit information required under Article 7.05, Section 00700 for proposed substitutes.
- B. The Engineer will consider written requests from the Contractor for substitutions within 30 days after the Notice to Proceed. After this period, requests will be considered only in case of unavailability of product or other conditions beyond control of the Contractor.
- C. Submit 5 copies of request for substitutions. Submit a separate request for each proposed substitution. In addition to the submittal requirements outlined in Article 7.05 of Section 00700, include the following in each substitution request:
  1. For products or Suppliers:
    - a. Product identification, including Supplier & manufacturer's name and address.

- b. Manufacturer's literature with product description, performance and test data, and reference standards.
  - c. Samples, if appropriate.
  - d. Name and address of similar projects on which product was used, and date of installation.
- 2. For construction methods (if specified):
  - a. Detailed description of proposed method.
  - b. Drawings illustrating method.
- 3. Such other data as the Engineer may require to establish that the proposed substitution is equal to the product, Supplier or method specified.
- D. The substitution request shall include written certification and statements that are outlined in Article 7.05 of Section 00700.
- E. A request constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same or better guarantees, warranties or bonds for proposed substitution as for specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives all claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities having jurisdiction.
- F. A proposed substitution will not be accepted if:
  - 1. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
  - 2. It will delay completion of the Work.
  - 3. It is intended or implied on a Shop Drawing and is not accompanied by a formal request for substitution from the Contractor.
- G. The Contractor is responsible for all costs relating to substitution requests.
- H. Approval of a substitution does not relieve the Contractor from the requirement for submission of Shop Drawings as set forth in the Contract Documents.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

**SECTION 01720****FIELD ENGINEERING****PART 1 GENERAL****1.1 SUMMARY****A. Section Includes**

1. Establishment of lines, benchmarks, and elevations required to layout and construct the Work
2. Property line survey and delineation

**1.2 SUBMITTALS****A. Informational Submittals**

1. Submit the qualifications of the Registered Professional Engineer and/or Registered Land surveyor to be hired to perform various portions of the Work, as applicable.
2. Submit documentation verifying the accuracy of field engineering work.
3. Submit 4 copies of final record drawings of field engineering layouts and as-built survey.
4. Submit certificate signed by registered (licensed) engineer or surveyor certifying that elevations and locations of Work are in conformance with Contract Documents. Explain deviations.

**1.3 RECORDS**

- A. Maintain a complete, accurate log of control and survey work as it progresses.

**1.4 QUALITY ASSURANCE**

- A. Employ a qualified engineer, registered with the Commonwealth of Massachusetts as a Professional Engineer or a competent surveyor, registered with the Commonwealth of Massachusetts as a Land Surveyor, as required for the particular characteristics of the work being performed.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.1 PROCEDURES**

- A. The Registered Professional Engineer or Land Surveyor provided shall establish and maintain lines, elevations and reference marks needed during the progress of the Work and shall re-establish stakes and marks placed by the Engineer that are lost or destroyed through the course of the Work. Verify such work by instrument or other appropriate means.
- B. The Engineer shall be permitted at all times to check the lines, elevations and reference marks, set by the Contractor, who shall correct any errors disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and

shall not relieve or diminish the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire Work.

- C. Make, check, and be responsible for measurements and dimensions necessary for the proper construction of and the prevention of misfittings in the Work.
- D. Furnish all protective stakes and temporary structures for marking and maintaining points and lines for the building of the Work, and give the Engineer such facilities and materials for verifying said lines and points as he may require.
- E. Revisions to the layout and elevations of the Work as defined by the Contract Documents shall be approved by the Engineer.
- F. Maintain and prepare final record drawings of field engineering layouts and as-built survey conducted after completion of the Work.

END OF SECTION

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**SECTION 01725****PRESERVATION AND RESTORATION OF PROJECT FEATURES****PART 1 GENERAL****1.1 SUMMARY****A. Section Includes**

1. Protection and replacement of trees, shrubs, signs, property markers, fences, and related project features.
2. Taking precautions, providing programs, and taking actions necessary to protect public and private property and facilities that are outside the demolition scope from damage.

**1.2 DEFINITIONS****A. Underground Structures**

1. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.
2. Underground structures known to the Engineer are shown on the Drawings to the extent that locations are available. This information is shown for the assistance of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete. The Contractor shall be responsible for checking on the actual locations of water, sewer, gas electric and telephone service connection lines to avoid potential interferences.

**B. Surface Structures**

1. Surface structures are defined as existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.

**PART 2 PRODUCTS – NOT USED****PART 3 EXECUTION****3.1 REPAIR/RESTORATION**

- A. Trees, shrubs, and similar items shall not be removed except where indicated on the drawings or as necessary to access the required demolition work, as approved by the Engineer. Items to be removed shall be clearly marked as directed by the Engineer. If objects not to be removed are damaged or removed, they shall be repaired or replaced to their original condition.

- B. Trees and shrubs on private property, which are removed or damaged by the Contractor shall be replaced in kind.
- C. Signs, fences, property markers, walls, guard rails and other public or private property that are outside the demolition scope shall be replaced in kind if damaged. Supports and protective devices required shall be provided.
- D. Underground and Surface Structures
  - 1. In the event of damage, injury or loss to existing utilities and structures that were not indicated to be removed or abandoned, whether shown on the Drawings or not, make all reasonable efforts to facilitate repairs and to mitigate the impact of such events upon the utility or structure owner's normal operations. Restore the existing utility or structure to the condition required by the owner of the utility or structure or at least to the condition found immediately prior to the Work. In the event that the utility owner elects to make the repairs, provide all reasonable access and assistance, and reimburse the utility owner for the cost of repairs. If utility service is interrupted due to damage to facilities, alternate facilities shall be provided.
  - 2. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers and curbs which are temporarily removed to facilitate the Work shall be replaced and restored to their original condition at the Contractor's expense unless otherwise indicated in other sections of these specifications.
  - 3. Wherever water, sewer, gas or petroleum mains, electric or telephone lines, cables or other utilities and structures are encountered and may be in any way interfered with, inform the Engineer and the appropriate utility company. Cooperate with the Engineer and utility company in the protection, removal, relocation, and replacement of structures and facilities.
  - 4. Prior to proceeding with any demolition or construction, notify in writing owners of utilities and structures within the vicinity of the proposed Work.
  - 5. Work affecting water distribution systems, which will take fire hydrants out of service, must be coordinated with the local fire department. The Contractor shall be prepared to restore fire flows in the event of an emergency or to provide for temporary fire flow service in accordance with the requirements of the local fire department.
  - 6. Materials used for relocation or replacement of utilities and structures shall be of an equivalent material, type, class, grade and construction as the existing or as approved by the respective owners thereof, unless otherwise shown or specified.
  - 7. When any survey monument or property marker, whether of stone, concrete, wood or metal, is in the line of any trench or other demolition or construction work and may have to be removed, notify the Engineer in advance of removal. Under no circumstances shall any monument or marker be removed or disturbed by the Contractor or by any of his Subcontractors, employees or agents, without the permission of the Engineer. Monuments or markers removed or disturbed shall be reset by a land surveyor licensed in the State where the Work is located

at the Contractor's expense. Should any monuments or markers be destroyed through accident, neglect or as a result of the Work under this Contract, the Contractor shall, at his own expense, employ a land surveyor licensed in the State where the Work is located to re-establish the monument or marker.

### 3.2 PROTECTION

- A. The construction of certain portions of the project may require excavation within the root systems of trees. Roots with a diameter of 2 inches or more within the excavation shall not be cut. If necessary, excavation shall be made with small powered equipment or by hand to comply with this requirement. It may be necessary to excavate from more than one direction to avoid damage to the roots.
- B. The trunks of trees that are to remain and are within the swing radius of the excavating machine bucket when fully extended shall be wrapped with burlap and 2 inch by 4 inch protective wood slats (8 inch spacing maximum) wired around the circumference of the trees to protect them from damage.
- C. Tree limbs shall not be cut except upon written approval of the Owner and the Engineer. Tree limbs cut shall be painted with approved forestry paint manufactured specifically for that purpose.
- D. Underground and Surface Structures
  - 1. Sustain in their places and protect from direct or indirect injury underground and surface structures designated to remain within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, satisfy the Engineer that the methods and procedures to be used have been approved by the party owning same.
  - 2. Pay utility service company charges related to the temporary support of utility poles if required to complete the Work.
  - 3. Assume risks associated with the presence of underground and surface structures within or adjacent to the limits of the Work. The Contractor shall be responsible for damage and expense for direct or indirect injury caused by his Work to any structure. Immediately repair damage caused by the Work to the satisfaction of the owner of the damaged structure.

END OF SECTION

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## SECTION 01770

## CLOSEOUT PROCEDURES

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes

1. Documentation required for the transfer of the completed Work to the Owner
2. Final Cleaning

## 1.2 SUBMITTALS

## A. Closeout Submittals

1. As-built drawings
2. Evidence of payment and release of liens
3. List of Subcontractors, service organizations, and principal vendors

## 1.3 SUBSTANTIAL COMPLETION

- A. Refer to Article 15.03 in 00700, General Conditions, for procedures relating to obtaining Substantial Completion. Refer to 00520, Agreement, for Contract Times.

## 1.4 PROJECT CLOSEOUT DOCUMENTS

- A. As-Built Drawings - Submit as-built drawings for review, approval, or comment. The as-built drawings shall show the completed work, including all deviations from the original Drawings. As-built drawings shall depict the location of all piping and valves installed under this Contract, as well as field changes. Take swing ties to all underground work from a minimum of two horizontal locations. Vertical dimensions to all below grade work shall also be obtained. All fittings, bends, valves and other appurtenances shall be shown. At a minimum, the following information shall be shown on the as-built drawings.
  1. Ties to all surface structures (including manholes, catch basins, vaults, valve boxes, hydrants, curb stops, cleanouts, wet wells, outlets, etc.) from two horizontal measurements to permanent surface reference points. Re-station surface structures if stationed on Drawings.
  2. Ties to other utility crossings, abandoned pipelines, and sewer service stubs, from two horizontal measurements to permanent surface reference points include depth below permanent grade and spacing between crossing utilities.
  3. Depth of ledge at changes in profile but not more than 25-foot intervals.
- B. Provide warranties and bonds for items so listed in pertinent sections of the Project Manual.
- C. Provide evidence of compliance with requirements of governmental agencies having jurisdiction.

- D. As specified in Article 15.06.A of Section 00700, provide evidence that all Work, materials and equipment will pass to Owner free and clear of any Liens or other title defects upon final payment. Such evidence may take the form of receipts or releases from all Subcontractors and Suppliers and an affidavit from Contractor as to the completeness of the receipts and releases as described in Section 00700 Article 15.06.A.3.
- E. Provide list of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

#### 1.5 FINAL PAYMENT

- A. Refer to Article 15.05 and 15.06 in 00700, General Conditions, for procedures relating to final inspection and payment.
- B. The Contract shall be considered complete and final payment made, only when:
  - 1. All provisions of the Contract Documents have been strictly adhered to.
  - 2. The project and premises have been left in good order, including removal of all temporary construction, Contractor-owned and extraneous materials.

#### PART 2 PRODUCTS – NOT USED

#### PART 3 EXECUTION

##### 3.1 CLEANING

- A. Remove and entirely dispose of material or debris that has washed, flowed or has been placed in existing watercourses, ditches, gutters, drains, pipe, or structures, for work done under the Contract work limits. Leave ditches, channels, drains, pipes, structures, and watercourses in a clean and neat condition upon completion of the Work.
- B. Restore or replace any public or private property damaged or removed during the course of the Work. Property shall be returned to a condition at least equal to that existing immediately prior to the beginning of operations. Complete all highway or driveway, walk, and landscaping work using suitable materials, equipment and methods. Perform restoration of existing property, signs or structures promptly as work progresses; do not leave restoration work until the end of the Contract Time.

#### END OF SECTION

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## **DIVISION 2 – SPECIAL PROVISIONS**

Division 2 of the Project Manual is superseded with Divisions II and III of the MassDOT Highway Division Standard Specifications for Highways and Bridges dated 2023 as currently amended by these Special Provisions. Divisions 0 and 1 provided in this Project Manual supersedes the 2023 MassDOT Standard Specifications Division 1.

**SPECIAL PROVISIONS****TOWN OF NORTH ANDOVER  
PUBLIC WORKS DEPARTMENT****STEVENS STREET CULVERT REHABILITATION**

All work under this Contract shall be done in conformance with the *2023 Standard Specifications for Highways and Bridges*, the *Supplemental Specifications* contained in this book, the *Construction Standard Details* in effect as of June 1, 2025, the *1990 Standard Drawings for Signs and Supports*, the *2015 Overhead Signal Structure and Foundation Standard Drawings*, the *2009 Manual on Uniform Traffic Control Devices (MUTCD) with Revisions 1, 2, and 3* and the *November 2022 Massachusetts Amendments to the MUTCD*, the *1968 Standard Drawings for Traffic Signals and Highway Lighting*, the latest edition of *The American Standard for Nursery Stock*, the Plans and these Special Provisions.

All Massachusetts Department of Transportation (MassDOT) documents can be found online at: <https://www.mass.gov/massdot-highway-division-manuals-and-publications>

**SCOPE OF WORK**

The work includes rehabilitation / repair of a dual-barrel culvert located along Stevens Street between Mill Pond and Stevens Pond. The culvert was reportedly constructed in 1956 and consists of twin 48-inch diameter reinforced concrete pipes with partial height concrete headwalls topped with dry-laid masonry headwalls. Repairs include partial demolition and replacement of stone headwalls with cast in place concrete headwalls, and cured-in-place-pipe lining of the culvert barrels.

**DISPOSAL OF SURPLUS MATERIALS**

Surplus material obtained from any type of excavation, and not needed for further use as determined by the Engineer shall become the property of the Contractor and shall be removed from the site during the construction period and disposed of legally. The removal and disposal of surplus material shall adhere to the regulations and requirements of local authorities governing the disposal of such materials, with no additional compensation.

**EMERALD ASH BORER ADVISORY**

To the extent possible, all trees and brush shall be disposed of on site, typically chipped and spread in place. When trees or brush must be removed, such as in urban, or otherwise populated areas, Contractor shall identify proposed location for disposal and provide written notification to the Engineer for approval. Disposal shall be in city or town of project, or at minimum, within county, of construction operations.

**BORROW MATERIAL TESTING**

Contractor shall provide representative samples of borrow materials taken from the source. Tag, label, and package the Samples as requested by Engineer. Provide access to the borrow site for field evaluation and inspection.

Provide sieve analysis (ASTM C136) from certified soils testing laboratory for all borrow materials. Take and test a sample, at no additional cost to the Owner for each 500 CY of borrow material placed. The Engineer reserves the right to require more frequent testing than that which is specified above should the borrow characteristics change.

Contractor shall provide modified proctor analysis (ASTM D1557) and soil classification (ASTM D2487) from certified soils testing laboratory for all borrow or backfill materials at the frequency specified above at no additional cost to the Owner.

**COMPACTION TESTING**

Contractor shall provide compaction test results (i.e. ASTM D6938 or ASTM D1556) at a frequency of one test for every 100 cubic yards of material backfilled or at a minimum of one test per lift. The Engineer will determine the locations and lifts to be tested. Additional compaction testing may be required when there is evidence of a change in the quality of moisture control or the effectiveness of compaction.

**ITEM 113.1****PARTIAL DEMOLITION OF EXISTING CULVERT****LUMP SUM****DESCRIPTION**

The work under this Item shall conform to the applicable provisions of Section 112 of the Standard Specifications and the following:

The Contractor will make their own investigation of the partial structure to be demolished including the materials that are part of, or may be stored in, the structure. No increase will be made to the bid price due to the nature of the materials involved in the demolition. All costs for permits, dump fees, sawcuts in concrete, etcetera, shall be included in the bid price of the demolition item.

The work to be done under this Item shall consist of the demolition and satisfactory removal of the stone masonry headwalls and overtopping concrete slab located above the Stevens Street culverts, as indicated on the Plans.

Coordinate work with General Requirements for Demolition.

The Contractor shall provide protection for the Stevens and Mill Ponds during demolition operations. Debris shall not fall into or be placed in the Ponds. Damage to the existing structure to remain and be reused shall be repaired at the Contractor's own expense. Care shall be taken to clean free of debris and prepare the top surface of the existing concrete headwalls to facilitate installation of proposed concrete headwall.

All precautions and costs to install scaffolding, shielding, etc., required shall be considered incidental to this item.

The Contractor shall submit a proposed method of partial demolition including equipment, tools, devices, etc. to the Engineer for approval. The proposed method shall be stamped by an engineer registered in the Commonwealth of Massachusetts and, at a minimum, shall include, the following information:

1. Plan showing the location of all roadways, utilities and other appurtenances in areas of erection.
2. Plan showing the means of demolition, including water control and methods for the prevention of demolished materials from entering the waterway.
3. Methods for the removal and disposal of excavated materials from the site.
4. Calculation of all loads and the location of cranes, both horizontally and vertically, and their operating radii.
5. Lifting equipment information including rating data. Information shall include counter weights to be used and boom capability. The capacity of the crane and all lifting and connecting devices shall be adequate for 125% of the total pick load including spreaders and other material.
6. The type, size and arrangements of slings, shackles or other lifting and connecting devices including relevant technical data.
7. The order of lifts, repositioning of equipment and counterweights, and the location and method of attaching deadmen.

**ITEM 113.1** (Continued)

8. Methods and materials for temporary structures or the strengthening or bracing of a member (either temporarily or permanently) for demolition or erection purposes.

Work shall not commence until the Engineer has given written approval for the method of demolition.

All materials removed under this Item shall become the property of the Contractor and shall be disposed off-site.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Measurement and Payment for this Item shall be at the contract lump sum bid price for Item 113.1, Partial Demolition of Existing Culvert to the limits shown on the plans, which price shall include all materials, equipment, labor, and incidental costs necessary to complete the work.

**ITEM 245.48****CURED IN PLACE PIPE LINING****FOOT****DESCRIPTION**

Work to be performed under this Item includes the installation of structural rehabilitative cured-in-place pipe (CIPP) liner. CIPP liner shall be installed as indicated on the drawings.

**SUBMITTALS**

Submit material specifications, certified material testing results in accordance with ASTM F1216, D2990, and D5813, Material Safety Data Sheets, and shop drawings for all materials and equipment furnished under this Section.

Submit a detailed description of the installation procedures that will be used. The description shall include, but not be limited to, liner inversion/cure methods, wet-out quality control program, and cool-down procedures. Verify that these procedures are recommended by the manufacturer.

Submit a contingency plan to be used in the event that liner defects or a liner failure are encountered during or following installation, as described in the CONSTRUCTION METHODS - Installation section of this Special Provision.

Submit a proposed management plan in advance of construction for treatment and disposal of water byproduct used for curing.

Schedule a pre-installation site meeting with the Engineer, Contractor, and CIPP installer, including supervisory personnel to review installation process, contingency plan, and project specifics.

Submit calculations for the liner thickness determination stamped by a Professional Engineer currently registered in the state in which the Work is to be performed.

Submit references upon request.

Submit results of liner testing and post-installation video inspection as described in the INSPECTION/TESTING section of this Special Provision.

Upon request, submit pressure and temperature logs or “thermocouple logs” after completion of each cured-in-place liner installation.

**Quality Assurance**

The manufacturer shall have at least 10 years of experience in the manufacture of the lining system being provided for this Project. Similarly, the installer shall have at least 10 years of experience installing the lining system being provided for this Project.

**ITEM 245.48** (Continued)

Supervisory personnel shall have at least 5 years of experience in providing the required services and shall be present at the Site during all CIPP Work.

The installer shall have completed at least 10 lining projects of similar size and project conditions including culvert lining applications. Provide the Engineer with a list of these projects, including the location and a contact person for each upon request.

On-site wet-out of the liner shall not be permitted. Specify proposed wet-out procedure within submittal for this work.

The liner installer's personnel shall have a 10-hour construction and safety training, confined space entry and other training as appropriate for the Work to be performed. The confined space entry shall be in accordance with the requirements and protocol as specified in 29 CFR 1910.146, Permit Required Confined Spaces, and ASTM D 4276-84.

**CONSTRUCTION METHODS****Materials**

The liner shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the existing (host) pipeline. Allow for circumference stretching during installation. The minimum length shall be that necessary to effectively span the required distance. The installer shall verify the pipe lengths and diameters in the field before installation.

Liner shall be a polyester or vinylester felt tube impregnated with a polyester or vinylester resin and catalyst (CIPP liner).

The liner shall be constructed of material which, when installed, shall provide a structurally sound lining able to withstand all imposed static, dynamic and hydrostatic loads, independent of the load-bearing capacity of the host pipe.

Determine the liner thickness required for the existing site conditions and base the determination on providing a 50-year design life. Calculations for the determination of liner thickness shall be signed and stamped by a professional engineer registered in the state in which the Work is to be performed. The finished cured initial physical characteristics of the liner shall meet or exceed those specified below (assume long-term CIPP physical properties will be reduced by a minimum of 50% from the initial values).

**ITEM 245.48** (Continued)**Initial Structural Properties**

| <b>Property</b>   | <b>Standard</b> | <b>Minimum Value</b> |
|-------------------|-----------------|----------------------|
| Flexural Strength | ASTM D-790      | 4,500 psi            |
| Flexural Modulus  | ASTM D-790      | 250,000 psi          |

The lined culvert pipes shall not constrain the hydraulic opening in excess of a 2" reduction in the diameter of the existing host pipes.

Curing equipment shall be capable of monitoring and controlling adequate flow, pressure, and temperature to properly cure the liner according to the manufacturer's recommended curing procedures.

CIPP liners shall comply with ASTM F1216 and be based on the following design criteria:

1. No bonding to the host pipe
2. Fully deteriorated host pipe
3. Factor of safety of 2
4. Long-term flexural strength – 50% of initial (minimum)
5. Long-term flexural modulus - 50% of initial (minimum)
6. Ovality of 2% of the pipe circumference (minimum)
7. Constrained Soil Modulus in accordance with AASHTO LRFD Section 12
8. Groundwater is at the existing surface grade at each liner location
9. AASHTO HS-20 live loads
10. Soil Load of 120 pounds per cubic foot
11. Minimum service life of 50 years

The liner shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.

Sewing of liner pieces together to form the desired length for a particular run will not be allowed without the prior written approval of the Owner.

Holes made in the liner during the wet-out process or for other reasons shall be identified, marked and repaired prior to delivery to the job site. Puncture marks or tears must be brought to the Owner's attention for approval before insertion into the pipeline.

**Installation**

Clean culvert barrels prior to liner installation. No material is permitted to be disposed of, or stored, at the Site. All material shall be properly disposed of off-site, in compliance with local, state and federal regulations.

**ITEM 245.48** (Continued)

Field-verify all proposed liner lengths prior to construction.

CIPP liner installation shall take place in the dry. Provide control of water and local dewatering measures necessary to adequately dewater construction area.

The liner insertion shall be done according to the manufacturer's recommended installation procedures. Make field measurements as needed to ensure correct fit of liner.

After liner insertion is completed, cure the liner according to the manufacturer's recommended curing procedures using heat and pressure. Air inversion/steam curing methods shall be permitted for this project. Water inversion/curing methods shall not be permitted for this project. The liner shall be expanded until pressed tightly against the existing (host) pipe wall. Curing pressures shall not exceed 15 psi.

The lining shall have the ability to expand at least 2 inches larger than the host pipe diameter without splitting or rupturing.

CIPP liner installation shall comply with ASTM F1216. Installation, reformation and processing shall cause no degradation of the liner physical properties.

For air inversion/steam cure installations, cool the cured-in-place liner to a temperature 113 degrees Fahrenheit before relieving the internal pressure. The cool down procedure may also include the introduction of cool water into the inversion standpipe to replace the mixture of air and steam being drained from a small hole in the liner made at the downstream end.

All water byproduct used for curing shall be collected and contained. The Contractor shall determine if analytical testing is required for disposing of the water byproduct at a Licensed Treatment and Disposal Facility, or if they will seek permits from state and local authorities for treatment and discharge of water byproduct. All water byproduct must be disposed of in compliance with applicable local, state, and federal regulations. The Contractor shall be responsible for obtaining any applicable local, state and federal permits needed to dispose of water byproduct.

Temperature or "thermocouple" logs shall be collected at the inlet and outlet during the curing process to document that proper temperature, and cure times have been achieved.

The finished pipe shall be continuous (jointless) over the entire length of a lining run and be as free as commercially practicable from visual defects such as foreign inclusion, dry spots, pinholes, delamination, and wrinkles.

**ITEM 245.48** (Continued)

Contractor shall provide a contingency plan detailing methods and equipment to be used if liner defects or partial/complete liner failure are encountered during or following installation (e.g., a section of liner does not cure fully, a liner lift, etc.). Contingency plan shall include a description of backup equipment available to the installation crew, such as air compressors, lateral reinstatement cutters, etc. and be submitted to the Engineer for review and approval.

- B. Contractor's contingency plan shall also include methods and equipment to be used in the event of adverse weather events that may impede the installation of the liner, including potential schedule adjustments.

After the liner has formed, the ends of the liner shall be cut away neatly at the inlet and outlet.

**Water For Construction Purposes**

Water will be made available to the Contractor from nearby hydrants for pipeline cleaning and installation of the liner.

Operation of hydrants shall only be performed by Owner's personnel.

Contractor shall provide backflow preventer that is approved by the Owner when water is drawn from Owner's hydrants.

No separate payment will be required for the use of City/Town water.

**INSPECTION/TESTING**

Contractor shall engage an independent testing laboratory to test CIPP liner samples in accordance with ASTM F1216. Test results shall be sent directly to the Engineer and Owner.

Collect, prepare, and test liner samples for flexural properties in accordance with ASTM F1216, Section 8.1.

For liner samples greater than 18 inches in diameter or equivalent, prepare plate samples from the same tube and resin as the liner being installed at the time of wet-out. Cure the plate samples for the same duration and under the same conditions as the liner being installed.

Measure wall thickness of liner samples.

**ITEM 245.48** (Continued)**Post Lining Video Inspection**

Perform post lining video inspection, with inspection report and videos summarizing findings of the inspection, on the completed pipe segments. Furnish copies of the inspection reports and videos to the Engineer for review and approval. The Engineer shall be immediately notified in writing of unsuitable conditions.

Use a pan and tilt video camera for the post construction video inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera and other components of the video system shall be capable of producing a high-quality color image with clear definition of pipe internal features.

Make all necessary repairs and replacements to remedy defects, breaks, or failures of the Work occurring within one year following the date of acceptance of the Work at no additional cost to the Owner.

**METHOD OF MEASUREMENT**

Cured in Place Pipe Lining will be measured for payment by the number of feet of CIPP liner installed in place, as indicated on the Drawings and approved by the Engineer.

**BASIS OF PAYMENT**

Cured in Place Pipe Lining will be paid for at the Contract unit price bid per foot, which price shall include all materials, equipment, labor, and incidentals necessary to complete the work.

|                          |                                                     |                   |
|--------------------------|-----------------------------------------------------|-------------------|
| <b><u>ITEM 460.</u></b>  | <b><u>HOT MIX ASPHALT - BASE COURSE</u></b>         | <b><u>TON</u></b> |
| <b><u>ITEM 460.1</u></b> | <b><u>HOT MIX ASPHALT – INTERMEDIATE COURSE</u></b> | <b><u>TON</u></b> |
| <b><u>ITEM 460.2</u></b> | <b><u>HOT MIX ASPHALT – SURFACE COURSE</u></b>      | <b><u>TON</u></b> |

### **DESCRIPTION**

The work under this item shall conform to the relevant provisions of Section 460 of the Standard Specifications and the following:

Work shall consist of furnishing, placing, and compacting binder course and top course material for the proposed roadway and parking lot repair.

### **CONSTRUCTION METHODS**

The paving shall be scheduled so that on each paving day the full width of the roadway is paved to a relatively equal length.

Where required, the paving screed shall be crowned to shape the shoulders. Transverse joints at paving limits shall receive an application of HMA joint sealant prior to paving.

All surfaces to be paved shall be thoroughly cleaned and be clear of debris or material that may compromise the bond between surfaces.

### **SEGREGATION**

Paving operations shall be conducted so that there is no segregation of the hot mix asphalt material during transport or placement of the mix. Should segregation be observed by the Engineer, the Contractor will be directed to suspend paving operations immediately. The Engineer may reject material which appears to be defective based on visual inspection. Such rejected material shall not be used in the work and shall be removed immediately from the job site and replaced by the Contractor at no additional cost to the Owner.

### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Hot mix asphalt binder course and hot mix asphalt top course will be measured in the horizontal plane for payment by the ton. Tonnage will be measured for payment by the ton of HMA placed, complete in place. Materials considered for measurements will be limited to the thickness and extents shown on the Drawings unless previously approved by the Engineer.

Hot mix asphalt binder course and hot mix asphalt top course will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 767.121****SEDIMENT CONTROL BARRIER****LINEAR FOOT**

The work under this item shall conform to the relevant provisions of Subsections 670, 751 and 767 of the Standard Specifications and the following:

**DESCRIPTION**

The work shall include the furnishing and placement of a sediment control barrier. Sediment control barrier shall be installed prior to disturbing upslope soil.

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

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier.

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

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

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

Where required, silt fence shall be used in addition to compost filter tubes and straw bales and shall be incidental to this item.

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

**MATERIALS AND CONSTRUCTION**

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

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

**ITEM 767.121** (Continued)**Compost Filter Tube**

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

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

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

**Straw Bales**

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

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

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

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

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

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

**ITEM 767.121** (Continued)**Silt Fence**

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

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

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

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

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

**MAINTENANCE**

Maintenance of the sediment control barrier shall be per Subsection 670.60 of the Standard Specifications.

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

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

**DISMANTLING & REMOVING**

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

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

**ITEM 767.121** (Continued)

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

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

**COMPENSATION****Method of Measurement**

Item 767.121 shall be measured for payment by the FOOT, of actual length of sediment control barrier installed, complete in place.

**Basis of Payment**

Item 767.121 shall be paid for at the Contract unit price per FOOT, which price shall include all labor, materials, equipment, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Silt fence, when used in conjunction with compost filter tubes or straw bales, shall be incidental to this item.

Additional barrier, such as double or triple stacking of compost filter tubes, shall be paid for per FOOT of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractor's expense.

**ITEM 850.      OPERATIONS FOR TEMPORARY TRAFFIC CONTROLS      LUMP SUM****DESCRIPTION**

Work under this item shall conform to the relevant provisions of Section 850 of the Standard Specifications, the Temporary Traffic Control Plans and the following:

The intent of work performed under this item is to ensure public safety and convenience for the duration of the Work. Nothing contained herein shall be construed as relieving the Contractor of any responsibilities for protection of persons and property under the terms of the Contract.

**TEMPORARY TRAFFIC CONTROL DEVICES**

Contractor shall furnish, install, relocate, maintain, and remove all devices to be used in execution of the Temporary Traffic Control Plan included with the drawings or as required by the Town or by the Engineer throughout the duration of the work. Devices used shall be provided and deployed in accordance with the latest Massachusetts Department of Transportation, Federal Highway Administration, and MUTCD standards.

**POLICE SERVICES**

The Contractor shall provide such police officers as may be deemed necessary by the local jurisdiction for the direction and control of all traffic within the project area. Such officers shall remain on site with standard police cruiser with lights for visibility. They may be reserve or special officers subject to the control of and paid directly by the Contractor; or regular officers not subject to the control of the Contractor. Compensation for the services of said regular police officers may be paid by the Contractor to their employers, or paid directly by the Contractor to such regular police officers, or paid by the Contractor to a designated municipal official, at a patrolman's rate of pay, subject to all rules and regulations, ordinances, or by-laws in effect in the municipality in which the work is to be performed.

Police are not to serve as watchmen to protect the Contractor's equipment and materials.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Traffic Controls for Construction Operations will be paid for at the Contract lump sum price, which price shall include all labor, materials, equipment and incidental costs required to complete the work. This item will be paid in two parts, 50% payment after the initial traffic control devices have been installed and 50% payment after all work has been completed and the traffic control devices have been removed.

**ITEM 912.7****DRILLED AND GROUTED #7 DOWELS****EACH****DESCRIPTION**

The work to be done under this Item shall consist of drilling holes into sound concrete and installing and grouting steel reinforcing bars in the drilled holes at the locations shown on the plans for construction of headwall repairs, or as directed.

**MATERIALS**

The grout to be used for the dowels shall be a non-shrink cementitious mortar. The grouting material used for the repairs shall be selected from the MassDOT QCML for the intended application. Epoxy, vinyl, or polyester resin adhesives shall not be utilized.

The steel reinforcing dowels shall be as indicated on the Plans and meet the requirements of AASHTO M31 Grade 60. All reinforcing dowels shall be epoxy coated.

**SUBMITTALS**

The Contractor shall submit the grout manufacturer's literature completely describing the products to be utilized. The materials shall be delivered clearly marked with legible and intact labels containing the manufacturer's name, brand name, and identification of the areas where temperatures conform to manufacturer's instructions and recommendations.

**CONSTRUCTION METHODS**

All dowel holes shall be drilled provided that the minimum edge distance is observed. Should, in the Engineer's opinion, drilling be inappropriate due to questionable strength of the existing concrete or insufficient edge distance, the dowel holes shall be diamond core drilled. The inner surfaces of diamond core drilled holes shall be scored to develop sufficient keying action. The method of scoring of the hole's inner surfaces shall be subject to the approval of the Engineer. The diameter of the drilled holes shall be 1/8" larger in diameter than the size of the reinforcing bar, or per the manufacturer's recommendations. The holes shall be blown clear of any debris and shall have the approval of the Engineer prior to the placement of any grout material.

The drilling operation shall be performed without damage to any existing reinforcing or portion of the structure that is to remain in place. Any damage to any existing portion of the structure that is to remain in place shall be repaired to a condition equal to or better than that existing prior to the beginning of the Contractor's operations and shall be repaired at the Contractor's expense.

Drilling shall be made into sound concrete. Spacing of dowels shall be in accordance with the drawings +/- 2" tolerance, or at the discretion of the engineer.

The Contractor shall strictly follow the recommendations of the manufacturer for mixing and placing the grout material prior to the placement of the dowels. The Contractor shall, at a minimum, adhere to the ACI code requirements regarding minimum and maximum temperatures

**ITEM 912.7** (Continued)

while placing the grout. Any excessive grout around the hole after placement of the dowel shall be struck off smooth while the grout is still fresh.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Measurement of Drilled and Grouted #7 Dowels shall be per each unit installed, complete in place, regardless of depth. Payment shall be made at the Contract unit price bid per each which shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

**ITEM 914.9****TIE RODS FOR NEW HEADWALLS****EACH****DESCRIPTION**

The work to be done under this item shall consist of installing stainless steel tie rods between the proposed concrete headwalls as shown on the Drawings, or as directed. The work includes coordination with the construction of the proposed concrete headwalls to allow for the installation of the tie rods, and all ancillary hardware and accessories required to install the tie rods as shown on the Drawings, including stainless steel face plates, stainless steel load nuts, and PVC pipe sleeves.

**SUBMITTALS**

Submit product data for tie rods, face plates, and load nuts.

**MATERIALS**

Materials shall meet the following requirements:

| <b>Item</b>       | <b>ASTM Reference</b> |
|-------------------|-----------------------|
| Stainless Steel:  |                       |
| Threaded Tie Rods | F593, AISI Type 316   |
| Load Nuts         | F593, AISI Type 316   |
| Face Plates       | A240, AISI Type 316   |

**CONSTRUCTION METHODS**

All tie rods shall be installed following the construction of the proposed concrete headwalls. The proposed concrete headwalls shall be sufficiently cured to the design strength to withstand the loads generated by tightening the tie rods. The Contractor shall coordinate the construction of the concrete headwalls with the installation of tie rods. The cost to provide sleeves or other equipment within the concrete headwalls to allow for installation of the tie rods shall be considered incidental to this item.

Load nuts shall be tightened at either end of the tie rods to provide a snug fit and remove any vertical sag from the tie rods.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Measurement of Tie Rods for New Headwalls shall be per each tie rod installed, including stainless steel face plates, stainless steel load nuts, and PVC pipe sleeves associated with the installation of each tie rod as shown on the Drawings, complete in place. Payment shall be made at the unit price

**ITEM 914.9** (Continued)

bid per each which shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

**ITEM 991.1****CONTROL OF WATER – STRUCTURE NO. 1****LUMP SUM****DESCRIPTION**

The work to be performed under this Item shall include all pumping, sandbagging, earth, and other measures, inclusive of cofferdams and optional sheeting if deemed practical, necessary for sufficient water control to accomplish the demolition of the stone headwall, and the installation of the cured-in-place pipe liner and construction of the proposed concrete headwall in the dry. Also, this Item includes all water pollution prevention including sediment control and flood prevention of the excavated areas at the structure for demolition and construction necessary to complete the culvert rehabilitation work.

The Work under this Item shall conform to the relevant provisions of Subsection 140 of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the section of these Special Provisions that addresses the Contractor's obligations for Sedimentation and Erosion Control for this project.

**SUBMITTALS**

As part of the work under this Item, prior to commencing construction, it is the responsibility of the Contractor to prepare and submit a Water Control Plan indicating the means and methods to manage surface water flowage, construct cofferdams and establish temporary bypass pumping if required, dewatering techniques and sedimentation controls needed to control water and sediment for the required operations. The submittal shall also include any emergency measures to be implemented in the event of a storm or flood event. The submittal shall include a hydraulic calculation showing the proposed methods do not result in flood impacts to surrounding properties due to storm flows. The Plans and hydraulic calculations shall be prepared and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts.

Bypass pumping shall be considered to convey flow between Stevens Pond and Mill Pond if deemed necessary during storm flows. Bypass pump size, location, and configuration shall be shown on the Contractor's Plans as part of the submittal for the Engineer's approval if required. Supporting calculations for the temporary bypass pumping shall be prepared and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts.

The approximate location of the settling tanks for dewatering activities described below shall be shown on the Contractor's Plans as part of the submittal for the Engineer's approval.

**CONSTRUCTION METHODS**

The Contractor is responsible for choosing a design storm for the cofferdam design. No additional payment shall be made to the Contractor for any damages to the work caused by a flood event up to a 50-year flood, or for off-site damages caused by the Contractor's operations up to a 100-year flood,

**ITEM 991.1** (Continued)

or if the cofferdam fails unexpectedly. The design storm water surface elevations with the existing spillway operating normally and the full surface area of the ponds are as follows:

| STORM EVENT | PEAK WATER SURFACE ELEVATION (FT) | PEAK FLOW RATE (CFS) |
|-------------|-----------------------------------|----------------------|
| 5-Year      | 107.53                            | 25                   |
| 10-Year     | 108.41                            | 150                  |
| 50-Year     | 110.03                            | 250                  |
| 100-Year    | 110.75                            | 310                  |

The Contractor's attention is directed to the contract drawings which indicate the availability for water surface elevations to be drawn down during construction using the Mill Pond weir. The Contractor shall consider storm event water surface elevations provided above in tandem with the typical water draw-down elevation in consideration cofferdam design.

All materials for the construction shall be furnished, installed, and removed by the Contractor.

A combination of construction methods, including the use of sandbags, may be necessary to control the flow of water. Contract drawings show the maximum limits of the cofferdam system. Contractor may reduce or phase the limits of cofferdam required, but shall remain responsible for maintaining a dry workplace at all times. Contractor's selected cofferdam system shall not exceed 5000 square feet of impact area to Land Under Water.

Cofferdam locations will be approximately as shown on the Drawings, although they may deviate based on actual needs at the site for construction.

The Contractor shall use such equipment and shall perform operations in such a manner that boiling or other disturbances of the soil in the foundation area will be prevented. The Contractor shall keep the area being excavated dry by such means that water will be prevented from entering from the adjacent soils and adversely affecting the stability of the foundation material or supporting soils. Monitor weather and weather-related events to anticipate if flood control activities are anticipated. If flooding is anticipated, suspend construction operations, remove equipment which could be damaged, and take such actions and perform such additional work as approved by the Engineer to protect the work and prepare the area for flooding. There will be no additional payment for work related to flooding preparation or repair of resulting damage up to a 100-year flood.

All dewatering and related earthwork shall be conducted in such a manner as to prevent siltation or contamination of the waterway.

The Contractor shall provide the means of removing all sediment from water pumped from culvert barrels or water entering the culvert rehabilitation area via ground water or from surface flow; this shall include the use of sedimentation basins, check dams, sedimentation fences or tanks as required in these Special Provisions under Sedimentation and Erosion Control.

**ITEM 991.1** (Continued)

Measures to control the discharge of pollutants into water resource areas shall include, but not be limited to the following:

- Rigorous management of construction operations involving potentially hazardous materials, such as, refueling and maintenance of construction equipment.
- Formulation of contingency plans to control accidental spillage from potentially hazardous materials.
- Siting of construction staging areas outside of the buffer zones on relatively flat ground.
- Scheduling of work within the resource areas to avoid periods of high flood (e.g., spring floods) and inclement weather.
- Installation and continuous maintenance of staked hay bales and filter fences to prevent sediment migration into adjacent downstream resource areas. Placement of erosion controls shall be as shown on the plans, as specified herein, or as directed by the Engineer, so as to accomplish maximum control of project related sediment mobilization. Additional erosion control measures shall be employed as necessary to prevent erosion and sedimentation of the streambed. These measures shall be maintained for the duration of the contract.
- All discharge resulting from dewatering activities shall be directed to temporary settling tanks/basins located as necessary to control turbidity (see below). At no time shall said discharge be directly released into adjacent resource areas.

The pumping discharge shall not be allowed to enter directly into Stevens Pond/Mill Pond. The water from the work areas shall be pumped to a settling tank. The tank shall be constructed to allow for the pumped water to pass through the tank with sediments settling out before discharging to an area enclosed by hay bales. The tank can be constructed of concrete, fiberglass or any other material that will meet the following:

1. Approximately 70 percent sedimentation trapping efficiency shall be achieved with a typical tank to ensure that the tanks are adequately sized to prevent overtopping from dewatering and to provide the required filtering.
2. The outlet from the settling tank shall not cause erosion of the surrounding area. An approved method of controlling erosion, such as an erosion control blanket, stone, etc., shall be used at the outlet of the tank.

The settling tanks shall be maintained as follows:

1. Inspect at least twice daily during dewatering operations.
2. Repair any damage immediately.
3. Clean tank outlet daily. Remove any debris immediately.
4. Remove sediments when deposits reach 8 inches below the outlet invert.
5. Dispose sediments outside of wetland areas at a location approved by the Engineer.
6. The Contractor shall inspect hay bales that surround the outlet daily and shall immediately replace any that are damaged.

**ITEM 991.1** (Continued)

The approximate location of the settling tanks shall be shown on the Contractor's Plans as part of the submittal for the Engineer's approval.

Pumping shall be conducted in a manner which will not adversely affect the work within the excavation.

The Contractor shall provide and maintain ample pumps, pipes and other devices to promptly and continually remove and dispose of water from the excavation areas. The size and configuration of pumps and pipes shall be selected by the Contractor.

The Contractor is advised that the effectiveness of the water control method used will vary based on the field conditions and the time at which the actual excavation work is being performed. The Engineer has the right to order the Contractor to stop all excavation operations when in his judgment the Contractor's water control operations are failing to produce adequate results or are posing a threat to the environment.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Payment for all water control work, including design for flood prevention of excavated areas, water pollution prevention and dewatering operation, all necessary tools, material, installation, and removal of all temporary measures necessary for the measures outlined above, shall be included in the Contract LUMP SUM Price for this Item.

Payment under this Item is a partial progressive payment of the Lump Sum Contract Bid Price of this Item and shall be made based upon the following percentages:

50% upon completion of the installation of the water control system to the satisfaction and approval of the Engineer, and 50% upon the removal and satisfactory disposal of the water control system from the project site at the completion of the work.