

Salisbury, Massachusetts

# Gerrish Road Bridge Rehabilitation

*Contract # 2025DPW101*

*July 2025*

**Bidding Requirements, Bond Forms, Contract Agreement,  
Conditions of the Contract and Technical Specifications**

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*Christopher W Jones*  
7/8/2025

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## SECTION 00100

### NOTICE TO BIDDERS

Town of Salisbury, Massachusetts

Gerrish Road Bridge Rehabilitation

CONTRACT NO. 2025DPW101

The Town of Salisbury, Massachusetts, acting through its Department of Public Works, invites sealed bids for "Town of Salisbury, MA, Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101", in accordance with the Contract Documents prepared by BETA GROUP, INC., Consulting Engineers, 315 Norwood Park South, Norwood, Massachusetts, 02062.

Proposals may be submitted electronically at [www.Projectdog.com](http://www.Projectdog.com) until 10:00 AM Eastern Daylight Time on July 30, 2025, at which time said proposals will be publicly opened.

The location, general characteristics, and principal details of the Work are indicated in a set of drawings, entitled " Town of Salisbury, MA, Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101".

The work to be done under this contract consists of furnishing all necessary labor, materials and equipment required for the rehabilitation of the Gerrish Road Bridge over Small Pox Brook, and the reconstruction of the roadway from approximately 80 feet west of the bridge to approximately 70 feet east of the bridge. The work includes partially removing the existing fill over the granite clapper stone bridge and temporarily removing and resetting the clapper stones in order to perform abutment stone masonry repairs, underwater grout bag installation, wall reconstruction, excavation, cold-planing and resurfacing, installation of a reinforced concrete moment slab, curbing, replacement of guard rail, pavement markings and the provision of safety controls and signing for construction operations and other incidental items included in the contract documents necessary to complete the Project.

To bid on this project, Contractors must be prequalified in accordance with 720 CMR 5.00, *Prequalification of Contractors* by MassDOT in the category of Bridge – Culverts with an estimated value of \$232,773.00.

Bid Security: Certified, treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Total Bid is required.

This project is being Electronically Bid (E-Bid). All bids shall be submitted online at [www.Projectdog.com](http://www.Projectdog.com). Hard copy bids will not be accepted the Awarding Authority. Tutorials and Instructions are available online at [www.Projectdog.com](http://www.Projectdog.com). For assistance, contact Projectdog Inc. at 978.499.9014.

Bid Forms and Contract Documents shall be available online at [www.Projectdog.com](http://www.Projectdog.com) beginning on July 9, 2025. Log in and enter the Project Code **869708** in the search box and select "Acquire Documents" for a free, downloadable bid set. Hard copies of the documents may be purchased online. A free CD-ROM may be requested by contacting Projectdog – shipping & handling charges apply. Neither Owner

nor Architect/Engineer shall be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than Projectdog Inc.

Addenda, if issued, will be posted to the Projectdog website and shall be accompanied by e-mail notification to every individual or firm on record as having received the Bid Documents. It shall be the sole responsibility of the Contractor to ascertain the existence of any and all addenda. Hard copies of addenda will not be mailed or faxed.

There will be no pre-bid meeting for this project

Direct all inquiries to Christopher W. Jones, P.E, BETA Group, Inc., 315 Norwood Park South, Norwood, Massachusetts, 02062. Email: [cjones@beta-inc.com](mailto:cjones@beta-inc.com)

All Bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract as determined by the Department of Labor and Industries under provisions of the Massachusetts General Laws Chapter 149, Section 26-27, inclusive, as amended.

No Bidder may withdraw his bid within Ninety (90) days after the actual date of the opening thereof.

The successful Bidder must furnish 100 percent Performance and Labor and Materials Bonds.

The Owner, being considered the sole and only judge, reserves the right to waive any informality in, or to reject, any or all bids, should the Owner deem it to be in the owner's best interest to do so.

Town of Salisbury, Massachusetts,

Department of Public Works

**END OF SECTION**

## **SECTION 00200**

### **INFORMATION FOR BIDDERS**

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- 1.02 Location and Work to be Done
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#### **1.01 RECEIPT AND OPENING OF BIDS**

- A. The Town of Salisbury, Massachusetts, acting through its Purchasing Department, invites sealed bids for "Town of Salisbury, MA, Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101", in accordance with the Contract Documents prepared by BETA GROUP, INC., Consulting Engineers, 315 Norwood Park South, Norwood, Massachusetts, 02062.

- B. Proposals may be submitted electronically at [www.Projectdog.com](http://www.Projectdog.com) until 10:00 AM Eastern Standard Time on July 30, 2025, at which time said proposals will be publicly opened.
- C. Bid Forms will be posted online at [www.Projectdog.com](http://www.Projectdog.com). All required Bid Forms must be completed and submitted in unrestricted PDF formatted files. The Bidder must fill-in all required fields and signatures either digitally or manually (print, fill-in, and scan to PDF).
- D. The Bidder shall access the Projectdog.com E-Bidding System by entering the Project Code **869708** in the project locator box and then selecting “GC E-Bid” or “Sub E-Bid” from the project’s “Project Details” page. The Bidder must enter their bid price as a numeric, whole dollar value only with no punctuation. The E-Bidding system automatically translates the numeric value into words and displays the bid price in both figures and words on the submitted bid form.
- E. Bidders may upload (“Add File” or “Replace File”), review (“View File”), Save, submit (“Submit my E-Bid”), or retract (“Retract my E-Bid”) their E-Bid at any time prior to the designated deadline. The server clock is displayed on the project’s E-Bidding page and is the time of record. Bidders must select “Submit my E-Bid” prior to the designated deadline to officially submit their E-Bid online. Once submitted, an E-Bid cannot be edited. To modify a submitted E-Bid, Bidders must retract their submission, make and Save any changes, and then submit the updated E-Bid. Upon submitting or retracting their E-Bid, Bidders will receive a convenience e-mail for informational purposes only. Bidders are encouraged to contact Projectdog if the email is not received.
- F. Bidders are strongly encouraged to review their submitted E-Bid package by selecting “View My Bid Package” from the project’s E-Bidding page. Uploaded files may be reviewed individually by selecting “View File”. It is the Bidder’s responsibility to confirm online that their E-Bid package has been submitted successfully. Timely submission of an E-Bid shall be the full responsibility of the Bidder. It is also the Bidder’s responsibility to ensure that their submitted bid is 100% true, complete, and accurate.
- G. Addenda, if issued, will be posted to the Projectdog website and shall be accompanied by e-mail notification to every individual or firm on record as having received the Bid Documents. Hard copies of addenda will not be mailed or faxed. It shall be the sole responsibility of the Contractor to ascertain the existence of any and all addenda.
- H. If a bid is submitted prior to an Addendum being issued, the Bidder will receive an e-mail notification for informational purposes only. The Bidder must review the addendum, retract the bid, acknowledge all addenda, and re-submit the bid. If a Bidder fails to acknowledge all addenda their bid may be rejected by the Awarding Authority.
- I. Any bid may be withdrawn (retracted) prior to the designated deadline by selecting “Retract My E-Bid” from the project’s E-Bidding page. Upon retracting, the Bidder will receive a convenience e-mail for informational purposes only. It is the Bidder’s responsibility to review and confirm online that their bid has been retracted successfully.
- J. The Owner may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all Bids. Conditional or qualified Bids will not be accepted. Any Bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the



specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

#### 1.02 LOCATION AND WORK TO BE DONE

- A. The location, general characteristics, and principal details of the Work are indicated in a set of drawings, entitled " Town of Salisbury, MA, Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101 "
- B. Additional drawings showing details in accordance with which the Work is to be done will be furnished from time to time by the Engineer, if found necessary, and shall then become part of the Drawings.
- C. The Contractor shall furnish all labor, services, materials, equipment, plant machinery, apparatus, appliances, tools, supplies and all other things necessary to perform all work required for the completion of each item of the Work and as herein specified.
- D. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described, but shall include all incidental work necessary or customarily done for the completion of that item.

#### 1.03 CONTRACT DOCUMENTS

- A. The Contract Documents, INFORMATION FOR BIDDERS, SPECIFICATIONS, and forms for BID, AGREEMENT, and BONDS may be downloaded free of charge at [www.projectdog.com](http://www.projectdog.com).

#### 1.04 PAYMENT FOR DRAWINGS AND DOCUMENTS

- A. Bid Documents are available online at [www.Projectdog.com](http://www.Projectdog.com). Enter the Project Code **869708** in the project locator box and select "Acquire Documents" to download documents. A free CD-ROM may be requested by contacting Projectdog – shipping & handling charges apply. All plan holders must have an active online account on [www.Projectdog.com](http://www.Projectdog.com) to acquire documents and to receive project notifications. Hard copies of the documents may also be viewed, but not removed, from the offices of Projectdog Inc., 18 Graf Road - Unit 8, Newburyport, MA 01950, Monday – Friday, 8:30 a.m. to 5:00 p.m.
- B. Addenda, if issued, will be posted to the Projectdog website and shall be accompanied by e-mail notification to every individual or firm on record as having received the Bid Documents. It shall be the sole responsibility of the Contractor to ascertain the existence of any and all addenda. Hard copies of addenda will not be mailed or faxed.

#### 1.05 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS

- A. In general, no answer will be given to prospective bidders in reply to an oral question of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information given to bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used

as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner or the Engineer on account thereof.

- B. To receive consideration, such questions shall be submitted in writing by mail, email or fax to the Engineer (for this purpose, BETA Group, Inc., 315 Norwood Park South, Norwood, Massachusetts, 02062, Telephone No. (781) 255-1982, Fax No. (781) 255-1974, email [cjones@beta-inc.com](mailto:cjones@beta-inc.com) at least **seven calendar days** before the established date for receipt of Bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, the Engineer will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.
- C. The Engineer will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least two (2) days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.
- D. The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

#### 1.06 PRE-BID CONFERENCE

- A. There will not be a pre-bid conference.

#### 1.07 BIDDERS TO INVESTIGATE

- A. Bidders are required to submit their Bids upon the following express conditions, which shall apply to and be deemed a part of every Bid received, viz.:
- B. Bidders must satisfy themselves by personal examination of the Work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work and difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

#### 1.08 INFORMATION NOT GUARANTEED

- A. All information given on the Drawings or in the other Contract Drawings relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.
- B. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the Drawings or in the other Contract Documents.
- C. It is agreed further and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any

manner as a basis of or ground for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

#### 1.09 CONDITIONS OF WORK

- A. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve the successful bidder of his obligation to furnish all materials and all labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his bid. Insofar as possible, the Contractor, in the carrying out of his work, shall employ such methods or means as will not cause any interruption of or interference with: the operation of the existing sewer; traffic; use of existing facilities and utilities; locations of existing utilities and structures affecting the work or other similar conditions at the site; character of equipment and facilities needed preliminary to and during prosecution of the work; requirements of owners and controlling authorities, having jurisdiction over the various lands, existing structures, facilities, and utilities; and all other conditions affecting the work to be done, and the labor and materials needed; and he shall make his bid in sole reliance thereon; and shall not, at any time after submission of a bid, assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

#### 1.10 BLANK FORM FOR BID

- A. Each bid must be submitted on the prescribed form, accompanied by the Bid Security and any other requested information. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and numerical figures, and be signed by the bidder with his business address and place of residence. Where both written words and numerical figures are given, the written words shall apply in the event of conflict. All bids shall be prepared in conformity with, and based upon and submitted subject to, all requirements of the Specifications and Drawings, together with all addenda thereto.
- B. Bidders shall remove and submit the Bid pages (section 00300) and Bid Bond pages (Section 00400) only. All pages shall be correctly assembled, and submitted in accordance with Section 00200. All erasures or other changes in the Bid must be properly initialed by an authorized representative of the Bidder.

#### 1.11 WITHDRAWAL OF BIDS

- A. Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Owner for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within Ninety (90) consecutive calendar days after the actual date of the opening of Bids.
- B. Upon proper written request and identification, Bids may be withdrawn only as follows:
  - 1. At any time prior to the designated time for the opening of Bids.
  - 2. Provided the Bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid.

- C. Unless a Bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notifies a bidder in writing that his Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

#### 1.12 BID SECURITY

- A. Bid Security shall be at least five percent (5%) of the greatest possible bid amount, considering all alternates. The Bid Security in the form of a Bid Bond shall be:
  - 1. with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to Owner;
  - 2. conditional upon the faithful performance by the principal of the agreements contained in the Bid; and
  - 3. submitted with your E-Bid online at [www.Projectdog.com](http://www.Projectdog.com).
- B. Bid Security in the form of cash, or a certified check, treasurer's or cashier's check issued by a responsible bank or trust company and made payable to the Owner must be submitted with a completed Cash Bid Bond Affidavit form and received by the Owner before the time of bidding. In addition, the Bidder must also submit a completed Cash Bid Bond Affidavit form with their E-Bid. Download the Cash Bid Bond Affidavit form at [www.Projectdog.com](http://www.Projectdog.com).
- C. Bid checks will be returned to all except the three lowest bidders within five days, Sundays and legal holidays excluded, after the opening of Bids, and to the three lowest bidders within five days, Sunday and legal holidays excluded, after the Owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the Owner within 90 consecutive calendar days after the opening of Bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his Bid.
- D. Bid checks accompanying Bids, which are rejected, will be returned within five days, Sundays and legal holidays excluded, after rejection.
- E. None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any Bid, until the AGREEMENT has been executed by both the Owner and the accepted bidder.

#### 1.13 INTERESTED PARTIES TO CONTRACT

- A. The undersigned declares; that the only person interested this Bid as principals are named herein as such; that no official of the Owner and no person acting for or employed by the Owner is interested directly or indirectly in this Bid, or in any contract which may be made under it, or in any expected profits to arise therefrom; that this Bid is made in good faith, without fraud, collusion or connection with any other person bidding or refraining from bidding for the same work; that he has examined carefully the said instructions and all other documents bound herewith and the Contract Drawings relating to the Contract covered by this Bid and hereby makes them part of this Bid; that he has informed himself fully in regard to all conditions pertaining to the work and place

where it is to be done; and that he has made his own examination and carefully checked his estimates for cost and from them makes this Bid.

#### 1.14 ABILITY AND EXPERIENCE OF BIDDER

- A. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The Engineer and the Owner may make such investigation as they deem necessary to determine the ability of the bidder to perform the work; and the bidder shall furnish to the Engineer and the Owner all such information and data for this purpose as the Engineer and the Owner may request.
- B. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein within the time stated. The Owner's decision or judgment on these matters shall be final, conclusive, and binding for all parties involved.

#### 1.15 BIDS

- A. The Owner reserves the right to waive any informalities in, or to reject any or all Bids which in its sole judgment are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alternative, or similar irregularities, or the Owner may waive such omissions, conditions, or irregularities as he may feel appropriate.
- B. Conditional bids will not be accepted. Bidder(s) will be disqualified if more than one proposal is received from an individual, firm, partnership, corporation or association, under the same or different names and such proposals will not be considered.
- C. The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so.

#### 1.16 COMPARISON OF BID

- A. Bids will be compared on the basis of the experience and competence of the bidders and on the basis of the totals of the quantities listed in the proposal under the enumerated items at the unit prices or lump sums bid for these items. The Contract will be awarded to the lowest responsive, responsible and eligible bidder as determined by the Owner and/or its authorized representatives or agents. However, the Owner may reject any and all bids if it is in the public interest to do so.
- B. The term, "Lowest responsive, responsible and eligible bidder," shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the Work; who shall certify 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.
- C. Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such items. The Owner reserves the right to reject, wholly, any bid on which an item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely

affect the Contractor if certain portions for the Work are increased or decreased as provided in the Contract Documents.

- D. A bidder shall state the proposed price for the work by which the bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the Contract, Specifications, and Drawings. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the lump-sum or unit prices written in words and numerical figures, the prices written in words shall govern. No bid will be accepted which does not contain a unit price or lump sum as indicated for each of the applicable items enumerated in the proposal form.

#### 1.17 ITEMS AND INDETERMINATE ITEMS

- A. The Work to be done under this Contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the BID.
- B. The quantities listed in the bid (proposal) are approximate. The Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty in the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than those given in the Bid as may be necessary in the judgment of the Owner complete the work contemplated in the Contract. Attention is particularly called to the fact that the quantity of work to be done under some bid items may be largely dependent on subsurface ground conditions encountered and, therefore, the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.
- C. Certain items in the BID cover classes of work of doubtful necessity or work for which it is impractical to estimate approximate quantities. Such items have been marked "Indeterminate". Prices for certain of such items have been stipulated in advance by the Owner as stated in the BID.
- D. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

#### 1.18 REDUCTION IN SCOPE OF WORK

- A. The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the Contract or at any time during the progress of the Work. The Owner further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

#### 1.19 CONTRACT BONDS

- A. The Bidder whose Bid is accepted agrees to furnish the Contract Bonds in the forms which follow in Section 00600, titled CONTRACT BONDS, each in the sum of the full amount of the Bid and/or

Contract Price as determined by the Engineer, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

- B. Surety Companies executing the Contract Bonds must also appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts.

#### 1.20 POWER OF ATTORNEY

- A. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

#### 1.21 EXECUTION OF AGREEMENT

- A. The Bidder whose Bid is accepted will be required and agrees to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID after notification that the AGREEMENT is ready for signature.
- B. The Bidder whose Bid is accepted upon his failure or refusal to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID, shall forfeit to the Owner as liquidated damages for such failure or refusal, the surety deposited with his BID.

#### 1.22 INSURANCE CERTIFICATES

- A. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for under that subsection of the AGREEMENT, titled "Insurance." The Contractor shall submit said certificates using the forms supplied by the Engineer under said subsection.

#### 1.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The bidder must agree to commence work on or before the date specified in the written "NOTICE TO PROCEED" issued by the Owner, and/or Engineer acting on behalf of the Owner, and to fully complete the project within the time specified in **Table A** of the Agreement, after the date specified in the written "NOTICE TO PROCEED" as stipulated in **Table A** of the AGREEMENT. The bidder must further agree to pay as liquidated damages to the Owner, the sum as specified in **Table A** of the Agreement for each consecutive calendar day thereafter as hereafter provided in the AGREEMENT.

#### 1.24 LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and rules and regulations or authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though herein written out in full.

1.25 WORK ON STATE, MUNICIPAL, AND PRIVATE PROPERTY

- A. Particular attention is hereby directed to the fact that portions of the Work included under this Contract will be done within the limits of properties that are State-owned, municipal-owned, or privately owned. The Contractor shall be responsible for coordinating the prosecution of the Work of this Contract with the property owner and for providing work in accordance with any additional requirements as specified herein.

1.26 DATUM OR LEVELS

- A. The figures given in the Contract and Specifications or upon the Drawings after the word elevation shall mean the distance in feet above the base of North American Vertical Datum (NAVD) of 1988. The coordinates, in feet given in the Contract and Specifications or upon the Drawings are based upon the Massachusetts State Plane.

1.27 STATE SALES AND USE TAX

- A. Materials and equipment purchased for installation under this Contract are exempt from Massachusetts Sales Tax. The Contractor shall file for exemption on behalf of the Owner with the State of Massachusetts Department of Taxation as required by law. The exemption from the Sales Tax shall be taken into account by the Contractor during bidding.

1.28 MANUFACTURER'S EXPERIENCE

- A. Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period may be considered by the Owner and/or Engineer if the equipment supplier or manufacturer is willing to provide a sufficient bond or cash deposit as determined by the Owner and/or Engineer for the duration of the specified time period which will guarantee full replacement of that equipment in the event of failure at no additional cost to the Owner.

1.29 PROTECTION OF LIVES AND HEALTH

- A. The project is subject to all of the Safety and Health Regulations as promulgated by the United States Department of Labor (Title 29, Part 1926/1910 CFR, and all revisions and amendments to date); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as supplemented by the Department of Labor Regulations (Title 29 CFR Part 5); and OSHA 2207, and all revisions and amendments to date. Contractors are urged to make themselves familiar with the requirements of these regulations.

1.30 NONDISCRIMINATION IN EMPLOYMENT

- A. Contracts for work under this bid (proposal) will obligate the Contractors and subcontractors not to discriminate in employment practices.
- B. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading; demotions, or transfers;



recruitment or recruitment advertising, layoffs, or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and education activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each sub-contractor and upon sub-contracts for standard commercial supplies or raw materials.

- C. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Owner may require as consistent with Federal and State law. The Contractor agrees to comply with such rules, regulations, or guidelines as the State of Massachusetts may implement these requirements. The Contractor further warrants that he will comply with the President's Executive Order No. 11246 or any preceding similar Executive Order relating thereto.
- D. Bidders and Contractors must, if required, submit a compliance report (EPA Form 5720-4) concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- E. Successful bidders and Contractors must, if required, submit a list of all Subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools' practices or policies are in conformity with said Executive Order that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.
- F. The successful bidder will be required to comply with Equal Opportunity Requirements and to abide by the prevailing wage rates for Public Work Projects for all employees on the job. It is the responsibility of Bidders to inform themselves as to the local labor conditions, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of wage rates. Information is available at the Office of Labor and Workforce Development.

#### 1.31 SEQUENCE OF OPERATIONS

- A. The Contractor must submit to the Engineer within fourteen (14) calendar days after execution of the Contractor Documents, a sequence of operations, giving detailed plans and schedules of his operation including any elements for by-pass pumping and/or flow diversion during the Work. Said sequence of operations shall be reviewed and must be approved by the Owner and Engineer prior to the start of the Work. The Owner reserves the right to limit or, if found necessary and/or required, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest to do so.
- B. The Contractor shall have no claim for additional compensation or damage on account of any such delays and/or required sequence of operations.

- C. The Contractor shall maintain uninterrupted utility services at all times, and plan his work accordingly.
- D. The Contractor shall coordinate his activities with any other contract and/or contractor to complete the Work as detailed on the Plans and Specifications.

#### 1.32 WETLANDS AND WATERWAYS

- A. The Contractor's attention is directed to the fact that a portion of the work is located within and/or immediately adjacent to wetlands and waterways. Work within these areas is subject to the jurisdiction of the Massachusetts Department of Environmental Protection. All requirements and/or control measures deemed necessary by the Department shall be strictly adhered to throughout the duration of this Contract.
- B. The Contractor shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of requirements set forth by the Department of Environmental Protection regarding the wetlands and waterways encountered during construction.

#### 1.33 RESERVED

#### 1.34 MATERIAL PRICE ADJUSTMENT

- A. This contract is subject to the requirements of Massachusetts General Law c30 s38A, Price adjustment clause in contracts for road, bridge, water and sewer projects awarded under Sec. 39M. See Section 01065 Material Price Adjustments.

#### 1.35 MASSACHUSETTS WAGE RATES

- A. 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. 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. See the Section 00650 for Prevailing Wage Rates.

**END OF SECTION**

## **SECTION 00300**

### **BID FORM**

To the Town of Salisbury, Massachusetts, herein called the "Owner", for  
"Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101".

The Undersigned, as a bidder herein referred to as singular and masculine, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein;
- (2) this BID is made without collusion with any other person, firm, or corporation;
- (3) no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- (4) he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- (5) he understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, except as provided in M.G.L. c. 30, section 39N, and he has made due allowance therefore in this BID;
- (6) and he understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer; and he agrees that, if this BID is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full compensation therefore the total dollar amount tabulated from the actual measured quantities of said work and each unit or lump sum price stated in this BID as hereinafter set forth.

**(7) It is required that all bidders submitting proposals for this project be MassDOT prequalified in the Bridge – Culverts category with an estimated value of \$232,773.00.**

**BID ITEMS**

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
120.1	25	UNCLASSIFIED EXCAVATION At				
		Per Cubic Yard				
140.	70	BRIDGE EXCAVATION At				
		Per Cubic Yard				
141.1	10	TEST PIT FOR EXPLORATION At				
		Per Cubic Yard				
144.	20	CLASS B ROCK EXCAVATION At				
		Per Cubic Yard				
151.	60	GRAVEL BORROW At				
		Per Cubic Yard				
151.2	40	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES At				
		Per Cubic Yard				
170.	135	FINE GRADING AND COMPACTING – SUBGRADE AREA At				
		Per Square Yard				

BID ITEMS (Continued)

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
230.15	5	15 INCH CORRUGATED METAL PIPE At				
		Per Foot				
250.01	90	1.5 INCH POLYVINYLCHLORIDE SANITARY SEWER PIPE At				
		Per Foot				
402.1	20	DENSE GRADED CRUSHED STONE FOR SUB-BASE At				
		Per Ton				
415.2	360	PAVEMENT FINE MILLING At				
		Per Square Yard				
440.	70	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL At				
		Per Pound				
443.	1	WATER FOR ROADWAY DUST CONTROL At				
		Per Mega gallon				
450.23	40	SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5) At				
		Per Ton				

**BID ITEMS (Continued)**

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
450.32	15	SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0) At				
		Per Ton				
451.	2	HMA FOR PATCHING At				
		Per Ton				
472.	5	TEMPORARY ASPHALT PATCHING At				
		Per Ton				
506.	35	GRANITE CURB TYPE VB - STRAIGHT At				
		Per Foot				
620.13	20	GAURDRAIL, TL-3 (SINGLE FACED) At				
		Per Foot				
620.33	15	GAURDRAIL – CURVED, TL-3 (SINGLE FACED) At				
		Per Foot				

**BID ITEMS (Continued)**

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
627.83	1	GUARDRAIL TANGENT END TREATMENT, TL-3 At				
		Each				
628.25	1	TRANSITION TO THRIE BEAM At				
		Each				
630.2	30	HIGHWAY GUARD REMOVED AND DISCARDED At				
		Per Foot				
657.	200	TEMPORARY FENCE At				
		Per Foot				
690.	2	STONE MASONRY WALL REMOVED AND REBUILT IN CEMENT MORTAR At				
		Per Cubic Yard				
697.2	40	FLOATING SILT FENCE At				
		Per Foot				



**BID ITEMS (Continued)**

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
698.4	44	GEOTEXTILE FABRIC FOR PERMANENT EROSION CONTROL At				
		Per Square Yard				
702.	10	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY At				
		Per Ton				
715.	1	RURAL MAIL BOX REMOVED AND RESET At				
		Each				
748.	1	MOBILIZATION At				
		Lump Sum				
751.1	20	LOAM FOR LAWNS At				
		Per Cubic Yard				
765.	10	SEEDING At				
		Per Square Yard				

**BID ITEMS (Continued)**

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
767.121	230	SEDIMENT CONTROL BARRIER At				
		Per Foot				
769.	105	PAVEMENT MILLING MULCH UNDER GUARD RAIL At				
		Per Foot				
833.5	2	DEMOUNTABLE REFLECTORIZED DELINEATOR - GUARD RAIL At				
		Each				
852.	135	SAFETY SIGNING FOR TRAFFIC MANAGEMENT At				
		Per Square Foot				
853.1	2	PORTABLE BREAKAWAY BARRICADE TYPE III At				
		Each				
853.2	50	TEMPORARY BARRIER (TL-2) At				
		Per Foot				

**BID ITEMS (Continued)**

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
853.21	100	TEMPORARY BARRIER REMOVED AND RESET At				
		Per Foot				
856.12	360	PORTABLE CHANGEABLE MESSAGE SIGN At				
		Per Day				
867.104	150	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) At				
		Per Foot				
983.	55	DUMPED RIPRAP At				
		Per Ton				
983.12	19	CONCRETE GROUT FILLED FABRIC BAGS At				
		Per Cubic Foot				
991.1	1	CONTROL OF WATER At				
		Lump Sum				

**BID ITEMS (Continued)**

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
992.1	1	ALTERATION TO BRIDGE STRUCTURE S-02-010 At				
		Lump Sum				
999.1	1	POLICE DETAILS At	\$5,000	00	\$5,000	00
		Five Thousand Dollars and Zero Cents				
		Per Allowance				
999.2	1	ADJUSTMENT FOR INCREASES AND DECREASES TO FUEL (BOTH DIESEL AND GASOLINE), ASPHALT, CEMENT, AND STRUCTURAL AND REINFORCING STEEL BASE PRICES At	\$2,000	00	\$2,000	00
		Two Thousand Dollars and Zero Cents				
		Per Allowance				

(Note: All entries in the entire BID must be made clearly and in ink; price bid must be written in both words and figures.)

\* Indeterminate quantity for comparison of bids.

**TOTAL OF BID:** *Enter this amount on Projectdog.com, "TOTAL OF BID".*

\_\_\_\_\_ dollars

and \_\_\_\_\_ cents                      \$ \_\_\_\_\_

\_\_\_\_\_

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein as full payment for such extra work.

If the Bid is accepted by the OWNER, the undersigned agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by the Owner and complete the entire work provided to be done under this Contract within the time stipulated in **Table "A"** of the AGREEMENT. If this bid is accepted by the Owner, the undersigned, also agrees to comply with the provisions of Section 1.14 "Liquidated Damages" and Table A of the Agreement.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID, within 90 consecutive calendar days after the actual date of the opening of Bids, and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within fourteen (14) consecutive calendar days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to execute any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages, the Bid Security attached in the sum of (5 percent of Total Bid) \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) which shall become the Owner's property for the delay and additional expense to the Owner caused thereby. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety. (Bidder must fill in this blank.)

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

(SEAL)

\_\_\_\_\_  
(Name of Bidder) L.S.

By \_\_\_\_\_  
(Signature and title of authorized representative)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(City and State)

Date \_\_\_\_\_

The bidder is a corporation incorporated in the State (or Commonwealth) of \_\_\_\_\_ - a partnership - an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address, if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

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

(Add supplementary page if necessary)

**CERTIFICATE OF AUTHORIZATION  
FOR  
BIDDING REPRESENTATIVE**

(Note: Bidder must complete for certification of authorized representative signing Bid.)

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_,  
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was voted that

\_\_\_\_\_  
(Name of Authorized Representative) (Title)

of this company shall be, and hereby is, authorized to execute bidding documents, contracts and bonds in the name and on behalf of said company, and to affix the corporate seal thereto, and such execution of any contract obligation in this company's name on its behalf of such

\_\_\_\_\_ under seal of the company shall be valid and binding upon this company.  
(Title)

A true copy

ATTEST \_\_\_\_\_

\_\_\_\_\_  
(Clerk)

Place of Business \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_, that \_\_\_\_\_  
(Name of Authorized Representative)

is the duly elected \_\_\_\_\_ of said company, and that the  
(Title)

above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Corporate Seal

\_\_\_\_\_  
(Clerk)

## STATEMENT OF BIDDERS' QUALIFICATIONS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets.

1. Name of Bidder\_\_\_\_\_
2. Permanent Main Office Address\_\_\_\_\_
3. Official Mailing Address For This Contract\_\_\_\_\_
4. When Organized?\_\_\_\_\_
5. Where Incorporated, If a Corporation\_\_\_\_\_
6. Years Contracting under Present Name\_\_\_\_\_

7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

8. List any work the firm has failed to complete, state where and why.

\_\_\_\_\_

9. If you have ever defaulted on any contract, state where and why.

\_\_\_\_\_



10. List full names and residences of all principals (i.e.: Officers, Directors, Partners, Owners) interested in this bid.

<u>Name</u>	<u>Residence</u>	<u>Title</u>	<u>Firm</u>

11. State name(s) and qualifications of resident supervisor(s) for this project.


12. List major equipment available for this project and identify ownership or rental.


13. Will you furnish a detailed financial statement and other information, requested by the Owner?

14. List bank references for verifying financial ability of your company.

<u>Name</u>	<u>Address</u>

15. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn in person, deposes and says

that he is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(My Commission Expires)

## STATEMENT OF PROPOSED SUBCONTRACTORS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work as bid upon, in accordance with the contract drawings and specifications. The Bidder must state the names and appurtenant information of all major subcontractors he proposed to use to complete the work as bid upon. Additional data may be submitted on separate attached sheets.

If subcontractors are not to be used to complete the Work and/or any portion thereof, as herein bid upon, the Bidder must acknowledge by writing "NONE" \_\_\_\_\_.

Description of Work \_\_\_\_\_  
\_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_  
\_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Description of Work \_\_\_\_\_  
\_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_  
\_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Description of Work \_\_\_\_\_  
\_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_  
\_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Bidder to insert description of work, percentage of Total BID, and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Date \_\_\_\_\_ Bidder \_\_\_\_\_  
(Name of Bidder)

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

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

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

## **LABOR HARMONY AND OSHA 10 CERTIFICATION**

The undersigned certifies that they will conform to and provide documentation for the requirements as stated in MGL c. 30, §39S(a) as follows:

The bidder 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; and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

---

Name of Contractor/Business

---

Signature of Authorized Representative of Contractor/Business

---

Date

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

Any person submitting a bid under this section shall, on such bid, certify the following: The undersigned 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 in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business, or legal entity.

---

Name of Contractor/Business

---

Signature of Authorized Representative of Contractor/Business

---

Date

### **TAX COMPLIANCE CERTIFICATION**

Pursuant to MGL c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting child support, and, subject to the conditions stated above, the contracting agency confirms with the Massachusetts Department of Revenue (DOR) that the person is in good standing with respect to all returns due and taxes payable to DOR as of the date of confirmation.

---

Name of Contractor/Business

---

Signature of Authorized Representative of Contractor/Business

---

Social Security or Federal Identification Number

---

Date

**END OF SECTION**

## SECTION 00400

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (Insert Name of Bidder) \_\_\_\_\_, as Principal, and (Insert Name of Surety) \_\_\_\_\_, as Surety, are hereby held and firmly bound and obligated unto the Town of Salisbury, Massachusetts, as Owner, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of the above obligation is such that whereas the Principal has submitted to the Town of Salisbury, Massachusetts a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and/or "Contract", for "Town of Salisbury, MA, Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101".

NOW THEREFORE,

- (a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract,

then this obligation shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time with which such BID may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, have duly executed this bond on the

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(SEAL)

\_\_\_\_\_ L.S.  
(Name of Principal)

BY: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name of Surety (Seal)

BY: \_\_\_\_\_  
(Signature and Title)

BY: \_\_\_\_\_  
Attorney-In-Fact

Sealed and delivered in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_

**IMPORTANT:** Surety Companies executing BONDS must appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts and be authorized to transact business in the state where the PROJECT is located.

If the Bond is signed on behalf of the Surety by an Attorney-In-Fact, there should be attached, a duly certified copy of his power of attorney showing his authority to sign such Bond.

**END OF SECTION**



## SECTION 00500

### CONTRACT AGREEMENT TOWN OF SALISBURY, MASSACHUSETTS GERRISH ROAD BRIDGE OVER SMALL POX BROOK BRIDGE REHABILITATION CONTRACT NO. 2025DPW101

THIS AGREEMENT, is executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and [ ] (herein referred to as the "AGREEMENT") by and between the Town of Salisbury, Massachusetts party of the first part, and \_\_\_\_\_ (Name of Contractor) party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

1.01	Definitions	1.27	Changes Not to Affect Bonds
1.02	The Contract Documents	1.28	Claims for Damages
1.03	Obligations and Liability of Contractor	1.29	Abandonment of Work or Other Default
1.04	Authority of the Engineer	1.30	Prices for Work
1.05	Supervision of Work	1.31	Moneys May Be Retained
1.06	Insurance	1.32	Formal Acceptance
1.07	Patents	1.33	Progress Estimates
1.08	Compliance with Laws	1.34	Partial Acceptance
1.09	Provisions Required by Law Deemed Inserted	1.35	Final Estimate and Payment
1.10	Permits	1.36	Liens
1.11	Not to Sublet or Assign	1.37	Claims
1.12	Delay by Owner	1.38	Application of Moneys Retained
1.13	Time for Completion	1.39	No Waiver
1.14	Liquidated Damages	1.40	Liability of Owner
1.15	Night, Saturday, Sunday and Holiday Work	1.41	Guarantee
1.16	Employ Competent Persons	1.42	Return of Drawings
1.17	Employ Sufficient Labor and Equipment	1.43	Cleaning Up
1.18	Intoxicating Liquors and/or Drugs	1.44	Legal Address of Contractor
1.19	Access to Work	1.45	Headings
1.20	Examination of Work	1.46	Modification or Termination
1.21	Defective Work, Etc.	1.47	Direct Labor cost
1.22	Protection Against Water and Storm	1.48	Massachusetts Tax Laws
1.23	Right to Materials	1.49	Minority Business
1.24	Changes	1.50	Termination for Convenience
1.25	Extra Work	1.51	Equal Employment Opportunity
1.26	Extension of Time on Account of Extra Work	1.52	Unlawful Conduct and Participation in Boycott

#### 1.01 DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning indicated which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments prior to the opening of Bids which Clarify, correct or change the Bidding Requirements or Contract Documents.

AGREEMENT - the written contract between Owner and Contractor covering the Work to be performed.

"AS DIRECTED," "AS ORDERED," "AS REQUESTED," "AS REQUIRED", "AS PERMITTED," or words of like import are used, it shall be understood that the direction, order, request, requirement, or permission of the Engineer is intended.

"APPROVED," "ACCEPTABLE," "SUITABLE," "SATISFACTORY," and words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Engineer.

**APPLICATION FOR PAYMENT** - Form used by Contractor in requesting progress or final payments, format to be acceptable to the Engineer.

**BID** - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER** - Any person, firm or corporation submitting a bid for the work.

**CHANGE ORDER** - A document recommended by the Engineer, which is signed by the Contractor and Owner authorizing the addition, deletion or revision in the Work, or adjustment in the Contract Price or Contract Time, issued on or after the effective date of the Agreement.

**CONTRACTOR** - The person, firm or corporation with whom the Owner has entered into the Agreement.  
**Contract Bonds** - Bid, Performance, and Labor and Materials Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

**CONTRACT DOCUMENTS** - The Agreement, Addenda, Bid, Post Bid documentation submitted prior to the Notice Award, The Notice to Proceed, Bonds, General Conditions, Supplementary Conditions, The Specifications, the Drawings, all written Amendments, Change Orders, Field Orders, and Engineers written interpretations and clarifications.

**CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

**CONTRACT TIME** - The number of calendar days stated in the Contract Documents for the completion of the Work.

**CONSTRUCTION SUPERINTENDENT** - That person designated by the Contractor to carry out the provisions of the Contract.

**DATUM OR LEVELS** - The figures given in the Contract and Specifications or upon the Drawings after

the word elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base of the State in which the Work is located and the United States Geodetic Survey (U.S.G.S.).

**DRAWINGS** - The part of the Contract Drawings which show the characteristics and Scope of the Work to be performed and which have been prepared or approved by the Engineer.

**EARTH** - Wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as defined in this section.

**ELEVATION** - The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

**ENGINEER** - The person, firm or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.  
(For this Contract, BETA Group, Inc.)

**FIELD ORDER** - A written order issued by the Engineer which orders minor changes in the Work which do not involve a change in the Contract Price or an extension of the Contract time.

**GENERAL REQUIREMENTS** - Sections of Division 1 of the Specifications.

"HEREIN," "HEREINAFTER," "HEREUNDER," and words of like import shall be deemed to refer to the Contract Documents.

**NOTICE OF AWARD** - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

**NOTICE TO PROCEED** - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

**OWNER** - The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

**PROJECT OR CONTRACT** - The undertaking to be performed in the Contract Documents.

**PROJECT REPRESENTATIVE** - The authorized representative of the owner who is assigned to the project site or any part thereof.

**ROCK** - wherever used as the name of an excavated material to be excavated, shall mean only boulders and pieces of concrete and masonry exceeding 1 cu. yd. in volume, or igneous, sedimentary, metamorphic, and conglomerate rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken, or previously blasted rock or broken stone in rock fillings, or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "rock."

**SHOP DRAWINGS** - All drawings, diagrams, schedules and other data or information prepared for and submitted by the Contractor, to illustrate portions of the Work.

**SPECIFICATIONS** - The portions of the Contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**SUBCONTRACTOR** - An individual, firm or corporation, approved by the Owner and Engineer having a direct contract with the Contractor or with any other Sub-Contractor for the performance of a part of the Work on the Project.

**SUBSTANTIAL COMPLETION** - Shall mean either that the Work required by the Contract has been completed except for Work having a contract price of less than one percent of the then adjusted total Contract Sum, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract. Substantial Completion shall be conclusively determined by the Engineer after inspection of the Work.

**SUPPLEMENTARY CONDITIONS** - The part of the Contract Documents which amends or supplements the General Conditions.

**SUPPLIER** - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**WRITTEN NOTICE** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or

registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

**WORK** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

## 1.02 THE CONTRACT DOCUMENTS

A. The Contract Documents, as defined above, are sometimes herein referred to as the "Contract". The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

1.02.1 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest amended edition in effect at the time of receipt of the Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, the Contractor or the Designer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of the AGREEMENT.

## 1.03 OBLIGATIONS AND LIABILITY OF CONTRACTOR

1.03.1 The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings,

Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor.

1.03.2 All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

1.03.3 The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

1.03.4 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

1.03.5 The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner,

his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in the Work.

1.03.6 The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by and right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

1.03.7 The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

1.03.8 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

1.03.9 Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

1.03.10 If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

1.03.11 The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

1.03.12 The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

1.03.13 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

1.03.13.1 The Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specification or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The Owner shall not be responsible for any such materials brought to the site by the Contractor, Subcontractors, Suppliers or anyone else for whom the Contractor is responsible.

1.03.13.2 To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) 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, and (ii) nothing in this subparagraph shall obligate the Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

#### 1.04 AUTHORITY OF THE ENGINEER

1.04.1 The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

1.04.2 The Engineer shall be the Owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract.

1.04.3 The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Owner and Engineer within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

#### 1.05 SUPERVISION OF WORK

1.05.1 The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.

1.05.2 At all times, the Contractor shall have his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not

be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

1.05.3 Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and shall be received and obeyed by the designated foreman or any other person in charge of the particular work involved.

## 1.06 INSURANCE

1.06.1 Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs (1) to (11), inclusive, below, and to the limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies satisfactory to the Owner and Engineer.

1.06.2 Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

1.06.3 The Town of Salisbury, Massachusetts (Owner) and the Engineer shall be named as an "additionally insured".

1.06.4 All insurance policies provided by the Contractor shall include a "Waiver of Subrogation" endorsement for the Owner, Engineer and/or other third party entity.

1.06.5 The following types of insurance shall be provided on all policies:

1.06.5.1 Workmen's Compensation and Employer's Liability Insurance.

1.06.5.2 General Liability coverage, including Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.

1.06.5.3 General Liability coverage, including Property Damage Insurance for operations and completed

operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.

1.06.5.4 Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.

1.06.5.5 Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.

1.06.5.6 Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.

1.06.5.7 Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

1.06.5.8 Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this AGREEMENT.

1.06.5.9 Owner's/Contractor's Protective Liability and Property Damage Insurance to protect the Owner and the Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the Owner and the Engineer as the named insured. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer.

1.06.5.10 Excess/Umbrella Liability Coverage shall be provided in accordance with the minimum limits stated in Table A.

1.06.5.11 Builders' Risk Insurance with an "All Risk" Installation Floater covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. The insurance shall be obtained from a company satisfactory to the Owner. The policy shall indicate Owner, the Contractor, all subcontractors, and the Engineer as the named insured with loss payable to the Owner as Trustee. The policy shall provide for a 30-day notice to the Owner of cancellation or restrictive amendment. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer. The insurance shall be obtained before the work is started and shall be maintained until the date of completion of the work as stated in the final estimate,

or until the Owner occupies or otherwise take possession of the structure, whichever occurs first.

1.06.6 All policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

1.06.7 Certificates from the Contractor's insurance carriers stating the coverage provided, the limits of liability, and expiration dates shall be filed in triplicate with the Owner before operations are begun.

1.06.8 Certificates from the contractor naming the Owner, Town of Salisbury, Massachusetts and the Engineer as additionally insured must be received by the Owner prior to initiating the work.

1.06.9 Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

1.06.10 No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

#### 1.07 PATENTS

1.07.1 The Contractor's attention is directed to the following "Patent Indemnity Clause" illustrating the format and/or required wording therefore which shall be used by all manufacturers and/or suppliers, as deemed necessary by the Owner and Engineer, as an Indemnification and Hold Harmless Agreement.

1.07.2 This Agreement shall be accepted and approved in form by the Owner and Engineer prior to the approval and/or installation of the product.

#### PATENT INDEMNIFICATION

"In consideration for their purchase and use of the (Name of product and/or equipment) manufactured by (name of Manufacturer) and for other good and valuable consideration, (Name of Manufacturer) agrees to defend and hold harmless (Name of Contractor), BETA Group, Inc., and the (Name of Owner), and their employees and agents, from and against any liability, loss, cost, expense or damage including reasonable attorneys' and accountants' fees incurred by these entities in defending or prosecuting any claim for such liability, loss, cost, expense or damage resulting or arising out of a claim that the use of the above mentioned product and/or equipment delivered hereunder directly infringes any United States Patent, provided that (Name of

Manufacturer) is given authority, information, and assistance for the defense of such suit, and (Name of Manufacturer) shall pay all damages and costs assessed against the above named entities for the use of such produce and/or equipment provided, however, that this indemnification shall not apply to equipment of (Name of Contractor) design, and provided further that if the use of such product and/or equipment is enjoined in any suit, (Name of Manufacturer) shall at its own expense and its option either procure for (name of Contractor) the right to continue the normal use of such produce and/or equipment, replace said product and/or equipment, modify said equipment or refund the purchase price thereof; and provided further that (Name of Manufacturer) indemnity as to use shall not apply to infringement resulting from the use of the produce and/or equipment delivered hereunder in combination with other items where use of the product and/or equipment per se does not constitute infringement."

#### 1.08 COMPLIANCE WITH LAWS

1.08.1 The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

#### 1.09 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

1.09.1 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be

read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

#### 1.10 PERMITS

1.10.1 The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give the notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

#### 1.11 NOT TO SUBLET OR ASSIGN

1.11.1 The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

1.11.2 The Contractor shall not sublet or assign work to a subcontractor(s), for a total in excess of fifty (50) percent of the Contract Price, without prior written approval of the Owner and Engineer.

1.11.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

1.11.4 The Contractor shall cause appropriate provisions, and applicable State or Federal regulations, to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

1.11.5 The Contractor's attention is directed to the fact that nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

#### 1.12 DELAY BY OWNER

1.12.1 The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The

Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

#### 1.13 TIME FOR COMPLETION

1.13.1 The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated in Table A at the end of this section, except as otherwise expressly provided herein.

1.13.2 It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

1.13.3 If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other cause or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Owner in writing, with a copy to the Engineer, of the cause and particulars of the delay. Upon receipt of such notification, the Owner shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of equipment provided that the Contractor placed his order and submitted shop drawings for such equipment promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.) The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

1.13.4 The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

#### 1.14 LIQUIDATED DAMAGES

1.14.1 In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each



month the sum set forth in Table A at the end of this section for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

#### 1.15 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

1.15.1 No work shall be done at night, on Saturday on Sunday or on a holiday except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

1.15.2 No work other than that included in (1) and (2) above shall be done at night except when (a) in the sole judgment of the Owner, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) in the sole judgment of the Owner and Engineer, adequate noise prevention measures are incorporated into the Work by the Contractor to minimize any noise impact within the work area and (d) the Owner has given written permission for such night work. The Contractor is responsible for obtaining all permits and approvals required.

#### 1.16 EMPLOY COMPETENT PERSONS

1.16.1 The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by persons employed by the Contractor, any subcontractor, the Owner, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

#### 1.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

1.17.1 If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving

written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

#### 1.18 INTOXICATING LIQUORS AND/OR DRUGS

1.18.1 The Contractor shall not sell and shall neither permit nor suffer the introduction and/or use of intoxicating liquors and/or drugs upon or about the Work.

#### 1.19 ACCESS TO WORK

1.19.1 The Owner, the Engineer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

#### 1.20 EXAMINATION OF WORK

1.20.1 The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of furnished work by the Contractor.

1.20.2 Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise borne by the Contractor.

1.20.3 Examination of inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

#### 1.21 DEFECTIVE WORK, ETC.

1.21.1 Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Owner all

resulting costs, expenses, losses or damages suffered by the Owner.

1.21.2 If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

## 1.22 PROTECTION AGAINST WATER AND STORM

1.22.1 The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

## 1.23 RIGHT TO MATERIALS

1.23.1 Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

## 1.24 CHANGES

1.24.1 The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefor by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under the pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "Extra Work"; and for eliminated or decreased work the

Contractor shall allow the Owner a reasonable credit as determined by the Engineer.

1.24.2 Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

1.24.3 The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

## 1.25 EXTRA WORK

1.25.1 The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, whether (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the contractor and approved by the Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

1.25.2 The Contractor shall submit claim for any extra work within fourteen (14) calendar days of performing said extra work.

1.25.3 The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

1.25.4 At the request of the Engineer, the Contractor shall furnish itemized statements for the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

1.25.5 The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

1.25.6 The fair rental hourly rate for all machinery and equipment shall be based upon the most recent edition of "Rental Rate Blue Book" published by Equipment Watch or a similar publication approved by the Engineer. Hourly rental rates for machinery and equipment shall be developed by dividing the monthly Blue Book rates by 176 hours per month plus Estimated Hourly Operating Costs (FHWA rate). Rate Adjustment tables shall be utilized for equipment model year and region of operation. If said extra work requires the use of machinery or equipment not already on the site of the Work the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

1.25.7 The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

1.25.8 To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor may add 15 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

1.25.9 In the case of extra work done under (b) by a subcontractor the subcontractor shall compute, as above, his cost for the extra work, to which he may add 15 percent as in the case of the Contractor. The Contractor shall be allowed an additional 5 percent of the subcontractor's initial cost for the extra work prior to the 15 percent adjustment, to cover the costs of the Contractor's overhead use of capital, the premium on the Bonds as assessed upon the amount of this work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

1.25.10 If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each Extra Work Order.

## 1.26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

1.26.1 When extra work is ordered near the completion of the Contract or at any time during the progress of the Work which unavoidably increases the time for the completion of the Work, and extension of time shall be granted as hereinbefore provided.

## 1.27 CHANGES NOT TO AFFECT BONDS

1.27.1 It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner of time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

## 1.28 CLAIMS FOR DAMAGES

1.28.1 If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner a copy of the statement, together with his recommendations for action by the Owner.

1.28.2 The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the Article titled "Authority of the Engineer", including, but not limited to the filing of a written protest in the manner and within the time therein provided.

## 1.29 ABANDONMENT OF WORK OR OTHER DEFAULT

1.29.1 If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable

hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

1.29.2 All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due of payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages,

attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

### 1.30 PRICES FOR WORK

1.30.1 The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

### 1.31 MONEYS MAY BE RETAINED

1.31.1 The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder, in accordance with the States General Laws.

### 1.32 FORMAL ACCEPTANCE

1.32.1 This Agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Owner.

### 1.33 PROGRESS ESTIMATES

1.33.1 Once a month, except as hereinafter provided, the Engineer shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The Owner shall retain a percentage of such estimated value, as set forth in Table A at the end of this section, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract.

1.33.2 Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule must be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

1.33.3 If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in

advance of actual requirement therefor and if such materials and equipment are delivered and properly stored, protected and insured as determined by the Engineer, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Owner, transferring and assigning to the Owner full ownership and title to such materials or equipment.

1.33.4 The Owner shall pay monthly to the Contractor in accordance with General Laws Chapter 30, Section 39, as amended:

1.33.4.1 Within fifteen (15) days (twenty-four (24) days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner will make periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Owner, less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39F and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within 65 days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of original contract price, or (b) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39 F, or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the Contractor has not paid subcontractors as provided in section 39 F. If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than

charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until payment delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on periodic estimate for final payment until 15 days (24 days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Owner if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest in accordance with the amount due each subcontractor.

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

1.33.4.3 Not later than the 65th day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

1.33.4.4 Each payment made by the Owner to the Contractor pursuant to subparagraphs (2) and (3) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the Owner has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs (2) and (3), the Owner shall act upon the demand as provided in this section.

1.33.4.5 If, within 70 days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to

or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the 70th day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.

1.33.4.6 Within 15 days after receipt of the demand by the Owner, but in no event prior to the 17th day after substantial completion of the subcontract work, the Owner shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (5). The Owner shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

1.33.4.7 The Owner shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (6) in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the Owner or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

1.33.4.8 All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to

subparagraph (7) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.

1.33.4.9 The Owner shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (7), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

1.33.4.10 If the subcontractor does not receive payment as provided in subparagraph (2) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (2), the subcontractor may demand direct payment by following the procedure in subparagraph (5) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (6), (7), (8), and (9).

1.33.4.11 "Subcontractor" as used in subparagraph 10, shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the Owner in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor.

#### 1.34 PARTIAL ACCEPTANCE

1.34.1 The Owner may, at any time in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which in his opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

1.34.2 Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Owner shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided

for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

1.34.3 Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the Owner and the Contractor.

1.34.4 The Owner shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the Owner will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

### 1.35 FINAL ESTIMATE AND PAYMENT

1.35.1 As soon as practicable (but not more than sixty-five (65) days after final completion of the Work), the Engineer shall make a final estimate in writing of the quantity of Work done under the Contract and the amount earned by the Contractor.

1.35.2 The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this subsection otherwise provided, such payment shall be made not later than fifteen (15) days after but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate.

1.35.3 All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment as determined by the Engineer.

1.35.4 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor under or by virtue of this Agreement; and upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of, this Agreement, except claims which are specifically exempted by the Contractor to be set forth herein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to by the parties to this Agreement, any payment, including final payment under this Agreement or settlement upon termination of this Agreement shall

not constitute a waiver of the Owner's claims against the Contractor or his sureties under this Agreement or applicable Performance and Labor and Materials Bonds.

### 1.36 LIENS

1.36.1 If at any time any notices of lien are filed and labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

### 1.37 CLAIMS

1.37.1 If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgement, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

### 1.38 APPLICATION OF MONEYS RETAINED

1.38.1 The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgements and awards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

### 1.39 NO WAIVER

1.39.1 Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor of any right to

damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

#### 1.40 LIABILITY OF OWNER

1.40.1 No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of an agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

#### 1.41 GUARANTEE

1.41.1 The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

1.41.2 If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or

replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

#### 1.42 RETURN OF DRAWINGS

1.42.1 All Drawings furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

#### 1.43 CLEANING UP

1.43.1 The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the Work and the site clean and ready for use.

#### 1.44 LEGAL ADDRESS OF CONTRACTOR

1.44.1 The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be charged at any time by an instrument in writing, executed and acknowledged by the Contractor delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

#### 1.45 HEADINGS

1.45.1 The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

#### 1.46 MODIFICATION OR TERMINATION

1.46.1 Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.



1.47 DIRECT LABOR COST

1.47.1 Direct labor cost percentage for change orders shall be \_\_\_\_ percent. (Direct labor cost percent shall be established following award and prior to execution of the Contract).

Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

1.48 MASSACHUSETTS TAX LAWS

1.48.1 The Contractor shall provide a statement that indicates compliance with all the requirements of Massachusetts General Law Chapter 62C.

1.49 MINORITY BUSINESS

1.49.1 The goal for minority business enterprise (MBE/WBE) participation for this contract is a minimum of zero percent (0%) MBE and zero percent (0%) WBE participation, on the basis of the total dollars paid. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority businesses, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the (Insert client name). The Contractor shall require similar reports from its subcontractors.

1.50 TERMINATION FOR CONVENIENCE

1.50.1 This Agreement may be terminated by the Owner upon not less than seven days' written notice for the Owner's convenience. In the case of termination for convenience, the Owner shall be responsible for amounts due the Contractor for work performed through the date of termination, provided that the Contractor shall submit a request for payment in accordance with the provisions hereof. The Contractor shall have no other claim for payments due with respect to such termination including any claim for lost profits with respect to the balance of the project.

1.51 EQUAL EMPLOYMENT  
OPPORTUNITY, ANTIDISCRIMINATION AND  
AFFIRMATIVE ACTION

1.51.1 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

1.52 UNLAWFUL CONDUCT AND  
PARTICIPATION IN BOYCOTT

1.52.1 The Contractor shall not participate in or cooperate with an international boycott, as defined in

IN WITNESS WHEREOF, the parties to this AGREEMENT have hereunto set their hands and seals, and have executed, or caused to be executed by their duly authorized officials, the AGREEMENT in Four (4) copies, each of which shall be deemed an original, as of the day and year first above-written.

WITNESSES

Town of Salisbury, Massachusetts

(Owner - party of the first part)

(SEAL)

BY: \_\_\_\_\_  
(Signature)

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

ATTEST:

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

\_\_\_\_\_  
(Contractor - party of the second part)

(SEAL)

BY: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Address)

ATTEST:

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

## CERTIFICATE OF OWNER'S LEGAL COUNSEL

I, the undersigned, \_\_\_\_\_ the duly authorized and acting legal representative of the \_\_\_\_\_, acting herein through its \_\_\_\_\_, do hereby certify as follows:

I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Postal code)

### Auditor's/Accountant's Certification

Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the contract.

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

\_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION  
For AGREEMENT**

State of \_\_\_\_\_)

County \_\_\_\_\_)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_, BEFORE ME  
PERSONALLY

came \_\_\_\_\_ to me known, who being me duly

sworn, did depose and say as follows:

That he resides at \_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_

**TABLE A**

Agreement Subsection Reference	Item	Minimum limits
1.06	Workman's Compensation and Employer's Liability Insurance	As required by the law of the State of Massachusetts
1.06	General Liability including Contractor's Protective, Completed Operations and Contractual Liability	<p>Bodily Injury/Property Damage including C.U. Coverage</p> <hr/> <p><b>\$1,000,000</b> (Each Occurrence)</p> <hr/> <p><b>\$2,000,000</b> (Aggregate)</p> <hr/> <p>Blasting and explosion coverage shall be obtained if there is a need for blasting under the contract.</p>
1.06	Personal Injury Insurance	<b>\$2,000,000</b> (Aggregate)
1.06	Automobile Liability including coverage for owned, hired or borrowed vehicles	<p>Bodily Injury/Property Damage</p> <hr/> <p><b>\$1,000,000</b> Combined Single Limit (Each Occurrence)</p>
1.06	Owner's/Contractor's Protective (OCP) Liability & Property Damage	<p>Bodily Injury/Property Damage</p> <hr/> <p><b>\$3,000,000</b> (Each Occurrence)</p> <p><b>\$3,000,000</b> (Aggregate)</p>
1.06	Excess/Umbrella Liability Coverage	<p><b>\$5,000,000</b> (Each Occurrence)</p> <p><b>\$5,000,000</b> (Aggregate)</p>
1.06	Builder's Risk Insurance (If Applicable)	Total insurable value of all structures, materials, and equipment to be built and installed.
1.13	a) Time of Completion - Total Contract	Within <b>120 consecutive calendar days</b> after the date specified in the Notice to Proceed
1.14	Liquidated Damages for each consecutive calendar day of delay in completion time	\$500.00
1.33	Percentage of Progress Estimates to be Retained	5%

**END OF SECTION**

**SECTION 00600**

**CONTRACT BONDS**

**PERFORMANCE BOND**

(NOTE: This Bond is issued simultaneously with the attached Labor and Materials Bond in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(an individual, a partnership, a corporation)

duly organized under the Laws of the State (**or Commonwealth**) of \_\_\_\_\_,

and having a usual place of business at \_\_\_\_\_,

\_\_\_\_\_

as Principal, and \_\_\_\_\_, a corporation duly organized

under the Laws of the State (**or Commonwealth**) of \_\_\_\_\_,

and duly authorized to do business in the Commonwealth of Massachusetts,

and having a usual place of business at \_\_\_\_\_

as Surety, are holden and stand firmly bound and obligated unto the Town of Salisbury, Massachusetts, as obligee, in the sum of

\_\_\_\_\_ lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, be means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated \_\_\_\_\_, has entered into a contract with the said obligee for "Town of Salisbury, MA, Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101" in the Town of Salisbury, Massachusetts, a copy of which agreement is attached hereto and by references made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in

said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the said Principal shall be, and declared by the Owner to be, in default under the said Contract,

the Owner having performed the Owner's obligations thereunder Surety, for value received, shall promptly remedy the default, or, at the option of the Owner, shall promptly:

- (a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or
- (b) Obtain a bid or bids for submission to and the approval of the Owner for completing the said AGREEMENT and/or Contract and any modifications thereof in accordance with the terms and conditions thereof, and upon determination by the Owner and the Surety of the lowest responsible and acceptable bidder, arrange for a contract between such bidder and the Owner, and make available to the Owner as the work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less a sum that shall be equal to the difference between the Contract price as fixed and provided in said AGREEMENT and/or Contract or any modifications thereof to be paid thereunder to the Principal and the amount previously paid by the Owner to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way effect the Surety's obligations on this bond, except to the extent the amount of said bond is increased by such changes and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

No right of action shall accrue on this Bond to or for the use of any persons other than the Owner named herein or the heirs, executors, administrators, successors and assigns of the Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to \_\_\_\_\_

\_\_\_\_\_ counterparts of this bond, this \_\_\_\_\_ day of \_\_\_\_\_,

in the year Two Thousand and \_\_\_\_\_.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Surety (SEAL)



NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

**Important**

Surety Companies executing BONDS must appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Performance Bond is Directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

## LABOR AND MATERIALS BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bonds in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(an individual, a partnership, a corporation)

duly organized under the Laws of the State (**or Commonwealth**) of \_\_\_\_\_,

having a usual place of business at \_\_\_\_\_,

\_\_\_\_\_

as Principal, and \_\_\_\_\_ a corporation duly organized

under the Laws of the State (**or Commonwealth**) of \_\_\_\_\_,

and duly authorized to do business in the Commonwealth of Massachusetts,

and having a usual place of business at \_\_\_\_\_,

as Surety, are holden and stand firmly bound and obligated unto the Town of Salisbury, Massachusetts, as obligee, in the sum of

\_\_\_\_\_ lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, be means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated \_\_\_\_\_, has entered into a contract with the said obligee for "Town of Salisbury, MA, Gerrish Road Bridge over Small Pox Brook Bridge Rehabilitation, Contract No. 2025DPW101" in the Town of Salisbury, Massachusetts, a copy of which agreement is attached hereto and by references made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such, that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used in or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials being construed to include that part of

water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.

- (b) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (c) No suit or action shall be commenced hereunder by any claimant.

Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the said Work is located, save that such service need not be made by a public officer;

After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the State in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.

- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, except to the extent the amount of said bond is increased by such changes and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to \_\_\_\_\_  
counterparts of this Bond, this \_\_\_\_\_ day of \_\_\_\_\_, in  
the year Two Thousand and \_\_\_\_\_.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Surety (SEAL)

**NOTE:**

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an approximate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

**Important**

Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Labor and Materials Bond is directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

**CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION  
For CONTRACT BONDS**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before  
me personally came \_\_\_\_\_ to me known, who being by me duly  
sworn, did depose and say as follows:

That he resides at \_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_

the corporation described in and which executed the foregoing instrument; that he knows the  
corporate seal of said corporation; that the seal affixed to the foregoing instrument is such  
corporate seal and it was so affixed by order of the Board of Directors of said corporation; and  
that by the like order he signed thereto his name and official designation.

\_\_\_\_\_  
Notary Public (Seal)

My commission expires \_\_\_\_\_

**STATE TAX CERTIFICATE**

Pursuant to M.G.L., Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Social Security Number \*  
Or Federal Identification Number \*

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

by: \_\_\_\_\_  
Corporate Office (if applicable)

\* Submission of a Social Security Number or a Federal Identification Number is voluntary.

**END OF SECTION**

## SECTION 00700

### GENERAL CONDITIONS

#### INSERT

- 1.01 General Provisions
- 1.02 Definitions
- 1.03 Materials and Equipment
  - A. General
  - B. Handling
  - C. Storage of Excavated Material
  - D. Inspection
  - E. Inspection Away from Site
  - F. Samples
  - G. Shop testing
- 1.04 Contractor's Shop and Working Drawings
- 1.05 Occupying Private Land
- 1.06 Interference with and Protection of Streets
- 1.07 Safety
- 1.08 Existing Facilities
  - A. Dimensions of Existing Structures
  - B. Proposed Pipe Location
  - C. Interference with Existing Works
  - D. Existing Utilities or Connections
  - E. Failure to Repair
  - F. Disturbance of Bounds
- 1.09 Work to Conform
- 1.10 Planning and Progress Schedules
- 1.11 Precautions During Adverse Weather
- 1.12 Temporary Heat
- 1.13 Electrical Energy
- 1.14 Certificates of Conformance
- 1.15 Patents
- 1.16 "Or Equal" Clause
- 1.17 Additional or Substitute Bonds
- 1.18 Separate Contracts
- 1.19 Payrolls of Contractor and Subcontractors
- 1.20 Payments by Contractor
- 1.21 "Dig Safe" Law
- 1.22 Fire Prevention and Protection
- 1.23 Dust Control
- 1.24 Disposal of Debris
- 1.25 Night, Saturday, Sunday and Holiday Work
- 1.26 Length of Work Day
- 1.27 Hurricane Protection
- 1.28 Reduction in Scope of Work

#### GENERAL PROVISIONS

The duties and obligations imposed by these General Conditions 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.

Sections of Division 1, General Requirements govern the execution of the Work of all sections of the specifications.

The Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor, unless stated otherwise.

#### DEFINITIONS

Wherever the words as listed in subsection 1.01 of the AGREEMENT or pronouns used in their stead occur in the Contract Documents, they shall have the meanings as given in the AGREEMENT.

#### MATERIALS AND EQUIPMENT

##### General

Unless otherwise provided in the Contract Documents, only new materials and equipment shall be incorporated in the Work.

As soon as possible after execution of the AGREEMENT, submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment proposed to be incorporated into the Work.

When shop and working drawings are required as specified below, submit, prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications.

Submit data relating to the materials and equipment proposed to be incorporated into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

##### Handling

Handle, haul, and distribute materials and all surplus materials on the different portions of the Work, required to complete the Work in accordance with the Contract Documents.

Provide suitable 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 under this Contract, until the final completion and acceptance of the Work.

Pay all storage and demurrage charges by transportation companies and vendors.

#### Storage of Excavated Material

Place excavated materials and equipment to be incorporated in the Work so as not to injure 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.

Materials shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

#### Inspection

All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer.

No material shall be processed or fabricated for the Work or delivered to the work site without prior concurrence of the Engineer.

Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor.

Defective materials and equipment shall be removed immediately from the site of the Work.

#### Inspection away from Site

If work to be done, away from the construction site, is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time, as determined solely by the Engineer, so that the necessary arrangements for the inspection can be made.

#### Samples

Submit samples of materials for tests, as the Engineer deems necessary to demonstrate conformance with the Specifications. Such samples, including concrete test

cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed by the Engineer.

Furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the Owner shall make arrangements for, and pay for, the tests.

Pack samples so as to reach their destination in good condition, and label to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, notify the Engineer by letter that the samples have been shipped and properly describe the samples in the letter. Send letter of notification separate from the samples.

Submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences for failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., provide such samples of workmanship of wall, floor, finish, etc., as may be required.

After review of the samples, data, etc. the materials and equipment used for the Work shall in all respects conform therewith.

#### Shop Testing

When required, furnish to the Engineer in triplicate, sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

#### CONTRACTOR'S SHOP AND WORKING DRAWINGS

Submit shop drawings to the Engineer for review and approval.

All submittals will be identified as the Engineer may require and in the number of copies also as required by the Engineer.

The data shown on the Shop Drawings will be complete regarding quantities, dimensions, specified performance and design criteria, materials and other data as particular to the Work that the Contractor proposes to provide.



## OCCUPYING PRIVATE LAND

Entering or occupying with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner (except after written consent from the proper parties) will not be permitted. A copy of the written consent shall be given to the Engineer.

## INTERFERENCE WITH AND PROTECTION OF STREETS

Obtain permits from the governing authorities prior to obstructing any portion of a street, road, or private way. If any street, road or private way is rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as ordered by the governing authorities.

Maintain streets, roads, private ways, and walks not closed in a passable and safe condition,

Provide at least 24 hours in advance, notice to the Owner, Police, Fire and School Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. Cooperate with all Departments in the establishment of alternate routes and provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

## SAFETY

Take all precautions and provide safeguards to prevent personal injury and property damage. Provide protection for all persons including but not limited to employees and employees of other contractors and subcontractors; members of the public; and employees, agents and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. Provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

Provide and maintain all safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment.

Comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

Designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the

authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

## EXISTING FACILITIES

### Dimensions of Existing Structures

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

### Proposed Pipe Location

Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him for laying and jointing different or additional items where required.

Small interior piping is indicated diagrammatically on the Drawings, and the exact location is to be determined in the field. Piping shall be arranged in a neat, compact, and workmanlike manner, with a minimum of crossing and interlacing, so as not to interfere with equipment or access way, and, in general, without diagonal runs.

### Interference with Existing Works

Conduct operations so as to interfere as little as possible with existing works. Develop a program, in cooperation with the Engineer and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest time when the demands on the facilities best permit such interference, even though it may be necessary to work outside of normal working hours to meet these requirements. Electrical connections should be coordinated with the Owner so as to minimize disruption of normal plant operations. Before starting work which will interfere with the operation of existing facilities, perform preparatory work and see that all tools, materials and equipment are made ready and at hand.

Repair utilities damaged by the Contractor's operations during the progress of the work, and be responsible for correcting all damages to existing utilities and structures at no additional expense to the Owner. Contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the work but the entire responsibility and expense shall be with the Contractor.

Make such minor modifications in the work relating to existing structures as may be necessary, without additional compensation.

Submit no claim for additional compensation by reason of delay or inconvenience in adapting his operations to the need for continuous flow of sewage.

#### Existing Utilities or Connections

The location of existing underground pipes, conduits, and structures, as shown, has been collected from the best available sources. The Owner, together with its agents, does not imply nor guarantee the data and information in connection with underground pipes, conduits, structures and such other parts as to their completeness, nor their locations as indicated. The Contractor shall assume that there are existing water, sewer, gas and other utility connections to each and every building enroute, whether they appear on the drawings or not. An expense and/or delay occasioned by utilities and structures, or damage thereof, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

Above ground utilities may be present in the areas of the proposed Work. Take all necessary actions and/or precautions, including, but not limited to, utility company notification and necessary relocations (both temporary and permanent), to insure proper protection of those aboveground utilities and appurtenances to be affected by his operations. All costs associated with the aboveground utilities shall be paid by the Contractor at no additional expense to the Owner.

If and when encountered, existing utilities shall be properly supported and protected during the construction work and the Engineer shall be notified accordingly. The operation of existing utilities shall not be interrupted except with written permission of the operator and owner of such utilities. Allow ample time for all measures as may be required for the continuance of existing utility operations. Take extreme precautions to minimize disruption of utilities. Make prompt and full restitution for repairs by others for all disruptions caused by operations required to perform the Work.

Comply with all requirements of utility organizations involved.

#### Failure to Repair

Any emergency arising from the interruption of electric, telephone, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner, may at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

#### Disturbance of Bounds

Replace all bounds disturbed during the construction operation, at no additional cost to the Owner. The bounds shall be relocated by a land surveyor approved by the Engineer and registered in the State that the Work is to be done.

#### WORK TO CONFORM

During its progress and on its completion, the Work shall conform to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in strict accordance with the Contract Documents and the directions given from time to time by the Engineer.

All work done without instructions having been given therefore by the Engineer, without proper lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

#### PLANNING AND PROGRESS SCHEDULES

Before starting the Work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the Work and the various steps he intends to take.

Within 14 calendar days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer (a) a written schedule fixing the dates on which additional drawings, if any, will be needed by the Contractor and (b) a written schedule fixing the respective dates for the start and completion of various parts of the Work.

Each such schedule shall be subject to review from time to time during the progress of the Work.

#### PRECAUTIONS DURING ADVERSE WEATHER

During adverse weather and against the possibility thereof, take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required by the manufacturer of the material or equipment to be installed, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other suitable means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by suitable means that will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will be warm throughout when used.

#### TEMPORARY HEAT

If temporary heat is required for the protection of the Work, provide and install suitable heating apparatus, provide adequate and proper fuel, and shall maintain heat as required.

Temporary heating apparatus shall be installed and operated in such manner that finished work will not be damaged.

#### ELECTRICAL ENERGY

Make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the Work and during its entire progress. Provide and pay for all temporary wiring, switches, connections, and meters.

Provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

#### CERTIFICATES OF CONFORMANCE

Furnish to the Engineer, in the manner as directed and prior to actual installation, notarized certificates of conformance for all materials to be furnished under this Contract. The notarized certificates of

conformance shall state that the material to be furnished meets or exceeds all requirements specified under the Contract Documents. When so directed, the manufacturer's notarized certificates of conformance, certifying that the materials meet the requirements specified shall accompany each shipment of material. Unless otherwise specifically specified and/or directed by the Engineer, all testing of materials required under this Contract shall be provided by the Contractor at no additional expense to the Owner.

#### PATENTS

Pay, at no additional expense to the Owner, all applicable royalties and license fees associated with the materials and construction methods to be used under this Contract. Defend all suits or claims for infringements of any patent rights, and save the Owner and Engineer harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer (s) is specifically specified with no option to the Contractor. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

Refer to Specification Section 00500 Article 1.07, Patents, regarding the Contractor's responsibilities for any patent rights associated with the materials and construction methods to be used under this Contract.

#### " OR EQUAL " CLAUSE

Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately, in the Engineer's sole judgment and/or opinion, the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance. It shall not be purchased or installed without his written approval. In all cases new material shall be used in the project.

If more than one brand, name of material, device, or piece of equipment is shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the OWNER and/or ENGINEER, is the recognized equal of that specified (considering quality, workmanship, and economy of operation), and is suitable for the purpose intended, may be accepted.

ENGINEER will be allowed a reasonable time within which to evaluate submittals for Substitute Items. ENGINEER will be the sole judge of acceptability. No "Or Equal" or Substitute Item will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR and in making changes to the Contract Documents. Whether or not ENGINEER accepts a Substitute Item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed Substitute Item.

#### ADDITIONAL OR SUBSTITUTE BONDS

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties than upon the performance or payment bonds, the Contractor shall, within five (5) calendar days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be acceptable to the Owner. The Contractor shall pay the premiums on such bonds with no additional expense to the Owner. No further payments shall be deemed due nor will be made until the new Surety or Sureties shall have furnished such as acceptable bond to the Owner.

#### SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of this project or contiguous projects of the Owner. The Contractor, therefore, will afford any such other contractors reasonable opportunity for the introductions and storage of their materials and the execution of their work, will properly connect and coordinate his work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

Coordinate operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

It is essential that all parties interested in the project cooperate to the end that the entire project will be brought to a successful conclusion as rapidly as possible, but the Owner cannot guarantee that no interference or delay will be caused thereby. Interference and delay resulting from such cooperation shall not be basis of claims against the Owner.

#### PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his Subcontractors shall prepare his payrolls on forms prescribed and in accordance with instructions to be furnished by the Owner. Within seven (7) days after the regular payment date of the payroll, the Contractor shall deliver to the Owner, with copies to the Engineer, a certified legible copy or copies of each such payroll. Each such payroll shall contain the statement required by the Federal Regulations issued pursuant to the "Anti-Kickback Statute", (48 Stat. 948; 18 U.S.C. 874; 40 U.S.C. 276C).

Carrying any person on his payrolls not employed by him will not be permitted. Carrying employees of a subcontractor on his payrolls will not be permitted, but such employees must be carried on the payrolls of the employing subcontractor.

Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three (3) years from the date of completion of the Contract. The payroll records shall set out accurately and completely the name, occupational classification, and hourly wage rate of each employee, hours worked by him during the payroll period and full weekly wages earned by him, and deductions made from such weekly wages and the actual weekly wages paid to him. Such payroll records shall be made available at all times for inspection by the Owner or his authorized representatives, the Engineer or by agents of the United States Department of Labor.

#### PAYMENTS BY CONTRACTOR

Pay for all traffic control, safety, transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered. Reimbursable costs for services rendered, as specified in the Contract Documents, shall not be incorporated into partial payment estimates until such time that the Contractor submits to the Engineer actual paid invoices from those in which services were rendered.

## " DIG SAFE" LAW

Before proceeding with construction operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention Systems (DIG SAFE at 811), and shall make such supplemental investigations, including exploratory excavations, by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures, and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than that shown on the drawings, or which were made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

Before commencing with the construction of any work, identify any water main, gas main, telephone duct, electric duct, and/or other utility present which is or could be in conflict with the proposed work.

Relocation of the affected utilities shall be done as directed by the Owner and in accordance with the requirements of the utility company.

The attention of the Contractor is directed to the fact that certain utility companies may not fall under the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to insure proper notification and protection of all existing utilities affected by this Contract.

## FIRE PREVENTION AND PROTECTION

State and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

Provide fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, for the protection of the contract work, and adjacent property. Trained personnel experiences in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

## DUST CONTROL

Exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners

or surrounding neighborhoods. Pavements adjoining pipe trench shall be kept clean of excess materials wherever and whenever directed by the Engineer. Repeated daily dust control treatment shall be provided to satisfactorily prevent the spread of dust until permanent pavement repairs are made and until earth stockpiles have been removed, and all construction operations that might cause dust have been completed. No extra payment will be made for dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the Bid.

## DISPOSAL OF DEBRIS

The materials from the demolition, and those used in the construction of the Work throughout the project, shall be deposited in such a manner so as to not endanger persons or the Work, and so that free access may be had at any time to all hydrants, gates and existing equipment in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public travel and plant operations. All excavated materials not approved for backfill and fill, all surplus material, and all rock and boulders resulting from the excavations, shall be removed and satisfactorily disposed of off the site by the Contractor, at no additional expense to the Owner.

The materials being removed from the pipelines and manholes during the cleaning process shall be deposited in such a manner as to not endanger the public, plant personnel or persons performing the work. Such debris deposits may be of such nature, high in biological organic contents, or chemically aggressive that they will require proper disposal in a safe, health risk free, environment. Contact the Owner and Engineer and all agencies having jurisdiction thereof, for approval of debris disposal methods and locations of disposal, prior to disposing of any or all debris removed from pipe cleaning methods. All debris shall be removed and satisfactorily disposed of off the work site, at no additional expense to the Owner.

## NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

No work shall be done at night or on Saturdays, or Sundays or holidays without the prior written approval of the Owner and Engineer.

#### **LENGTH OF WORK DAY**

The Owner retains the right to restrict the Contractor to an eight-hour workday. Such restrictions shall not be the basis for damages or claims against the Owner.

The Contractor's attentions is also directed to the fact that should it be deemed necessary to perform various items of work during off-peak flow or traffic hours, early morning or late night hours, then he shall notify the Engineer a minimum of 24 hours in advance as to his intentions and reasons for the change in work hours. The Contractor shall be responsible for properly contacting and informing all involved parties of such a change in work hours. The Contractor shall not be entitled to any additional compensation from the Owner for any expenses that may be incurred by change of working hours and/or scheduling.

#### **HURRICANE PROTECTION**

Should hurricane warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent

property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

#### **REDUCTION IN SCOPE OF WORK**

The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work should the Owner deem it to be in the public interest to do so. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at anytime during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

#### **END OF SECTION**

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

- 1.01 General
- 1.02 Limits of Normal Excavation
- 1.03 Covering Excavated Trench
- 1.04 Maintaining Trench Excavations
- 1.05 Disruption of Storm Drains
- 1.06 Precaution Against Hydraulic Uplift During Construction
- 1.07 Blasting
- 1.08 Land, Easements, and Rights-of-Way
- 1.09 Cleaning Finished Work
- 1.10 Appropriation
- 1.11 Forum and Choice of Law
- 1.12 Severability

#### 1.01 GENERAL

A. These Supplementary Conditions are requirements which amend or supplement the General Conditions specified elsewhere.

B. The duties and obligations imposed by these Supplementary Conditions 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.

C. Assertion of any claim for any additional compensation or damages on account of and/or the fulfillment of these Supplementary Conditions will not be allowed.

#### 1.02 LIMITS OF NORMAL EXCAVATION

A. In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below, unless other limits are indicated in the Contract Documents.

B. For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum

of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3.0 feet, a width of 3.0 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.5 feet below the bottom of the pipe in earth and 0.5 feet in rock, unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the cradle. The trench width for the cradle shall be assumed to be that specified above for pipes in the trench.

C. For concrete placed directly against undisturbed earth, the normal width and depth of the excavation for such concrete shall be measured to the neat lines of the concrete as indicated on the Drawings or as ordered.

D. For concrete placed against rock surfaces resulting from rock excavation, the normal width and depth of the excavation shall be measured to 4 inches outside the neat lines of the concrete as indicated on the Drawings or as ordered.

E. For other structures, except manholes as noted below, the normal width shall be measured between vertical planes 1.0 feet outside the neat lines of the several parts of the structure, except that the width at any elevation shall be measured as not less than the width at a lower elevation. The normal depth shall be measured to the underside of that part of the structure for which the excavation is made.

F. No additional width or depth of trenches excavated in earth or rock shall be allowed at standard circular manholes. The pay limit for rock removed outside proposed manholes shall commence one foot (1.0) outside the widest dimension of the structure or shall be the maximum connecting trench width, whichever is greater.

G. Wherever bell holes are required for jointing pipe, they shall be provided without additional compensation over and above that resulting from

### 1.03 COVERING EXCAVATED TRENCH

A. In addition to the requirements in Section 00700 titled Interference with and Protection of Streets. Cover all open excavations when construction operations are suspended at the end of the day, or in excavated trenches where work is not actually in progress. Cover shall be capable of withstanding AASHTO H20-S16 loading. This cover shall consist of steel plates or some other satisfactory cover of adequate size and strength suitably held in place to keep all traffic out of excavations, all as verified in writing by the Contractor. The cover shall be laid over the excavation until it is backfilled.

### 1.04 MAINTAINING TRENCH EXCAVATIONS

B. The length of trench opened at any time, from point where ground is being broken to completed backfill, and also the amount of space in streets or public and private lands occupied by equipment, trench, and supplies, shall not exceed the length of space considered reasonably necessary and expedient by the Engineer. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer will consider: the nature of the lands or streets where work is being done; types and methods of construction and equipment being used; inconvenience to the public or to private parties; possible dangers; and other proper matters. All work must be constructed with a minimum inconvenience and danger to the public and all other parties concerned.

B. Whenever any trench obstructs pedestrian and vehicular traffic in or to any public street, private driveway or property entrance, or on private property, take such means as may be necessary to maintain pedestrian and vehicular traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any other reason it is not expedient to backfill the trench immediately, construct and maintain suitable plank crossing and bridges to carry

essential traffic in or to the street, driveway or property in question, as specified or directed.

C. Suitable signs, lights, and such items required by Police Authorities to direct traffic, shall be furnished and maintained by the Contractor at his own expense.

D. Keep streets and premises free from unnecessary obstructions, debris and all other materials. The Engineer may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space, promptly removed. Should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Owner may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense; and may deduct the costs thereof from payments which may be or may become, due to the Contractor under the Contract. In special cases, where public safety urgently demands it, the Owner may cause such materials to be removed at the Contractor's expense without prior notice.

### 1.05 DISRUPTION OF STORM DRAINS

A. Portions of the Work may be located in areas that are serviced by storm drains. Take extreme precaution to minimize disruption of the drains, and repair and/or make restitution for repairs by others for all disruptions caused by the construction operations.

### 1.06 PRECAUTION AGAINST HYDRAULIC UPLIFT DURING CONSTRUCTION

A. Protect all structures against hydraulic uplift until such structures have beneficially completed.

### 1.07 BLASTING AND PRE-CONSTRUCTION BLASTING SURVEY

A. Blasting will not be permitted.



#### 1.08 LAND, EASEMENTS, AND RIGHTS-OF-WAY

A. As indicated, a portion of the work may be located within easements and/or rights-of-way, obtained or which will be obtained by the Owner, through private property. On all other lands, the Contractor has no rights unless he obtains them from the proper parties as specified in Section 00700, Occupying Private Land.

B. The Contractor shall commence work upon issuance of a Notice to Proceed from the Owner. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land, easements and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

C. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

D. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of equipment and materials.

E. If however, lands, easements or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such land, easements or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of its inability to procure the lands, easements, or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to set forth in writing.

#### 1.09 CLEANING FINISHED WORK

A. After the work is completed, the pipes, manholes and structures shall be carefully

cleaned free of debris and dirt, broken masonry, and mortar, and left in first class condition, ready to use. All temporary or excess materials shall be disposed of off-site and the work left broom clean, to the satisfaction of the Engineer.

#### 1.10 APPROPRIATION

No contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work by any city or town costing more than two thousand dollars shall be deemed to have been made until the auditor or accountant or other officer of the city or town having similar duties has certified thereon that an appropriation in the amount of such contract is available therefor and that an officer or agent of the city, town or awarding authority has been authorized to execute said contract and approve all requisitions and change orders. No order to the contractor for a change in or addition to the work to be performed under a contract subject to this section, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the contractor is willing to perform without any increase in the contract price, shall be deemed to have been given until the auditor or accountant, or other officer of the city or town having similar duties, has certified thereon that an appropriation in the amount of such order is available therefor; but such certificate shall not be construed as an admission by the city or town of its liability to pay for such work.

#### 1.11 FORUM AND CHOICE OF LAW

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 1.12 SEVERABILITY

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed

affected thereby unless one or both parties would be substantially or materially prejudiced.

**END OF SECTION**

# DIVISION 1

## SECTION 1010

### SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Work covered by the Contract, listing of Owner, Project location, Engineer. Sequence requirements, the Contractor's use of the premises and Owner's occupancy requirements.

##### 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work to be done under this contract consists of furnishing all necessary labor, materials and equipment required for the rehabilitation of the Gerrish Road Bridge over Small Pox Brook, and the reconstruction of the roadway from approximately 80 feet west of the bridge to approximately 70 feet east of the bridge. The work includes partially removing the existing fill over the granite clapper stone bridge and temporarily removing and resetting the clapper stones in order to perform abutment stone masonry repairs, underwater grout bag installation, wall reconstruction, excavation, cold-planing and resurfacing, installation of a reinforced concrete moment slab, curbing, replacement of guard rail, pavement markings and the provision of safety controls and signing for construction operations and other incidental items included in the contract documents necessary to complete the Project.
- B. All work is more particularly indicated, shown or described in the Drawings, Specifications, and other Contract Documents.

##### 1.03 OWNER

Town of Salisbury  
39 Lafayette Rd  
Salisbury, MA  
Contact: Jamie Tuccolo, Public Works Director  
Telephone: 978-462-7611

##### 1.04 PROJECT LOCATION

Gerrish Road  
Salisbury, MA

##### 1.05 ENGINEER

- A. BETA Group, Inc.  
315 Norwood Park South  
Norwood, Massachusetts 02062  
Telephone: 781-255-1982  
Fax: 781-255-1974  
Contact: Christopher W. Jones, P.E.  
Email: cjones@beta-inc.com

#### 1.06 WORK SEQUENCE

- A. In order that Work may be conducted with minimum inconvenience to the public and, work under this Contract may be coordinated with other work which may be under construction or contemplated, and that work under the Contract may conform to conditions which it has been undertaken or conditions attached to a right-of-way or particular location for this work, the Engineer may determine the point or points and time or times when portions of work will commence or be carried on and may issue orders pertaining to the work sequence, relative to the rate of progress on several portions of the work.

#### 1.07 CONTRACTOR USE OF PREMISES

- A. The Contractor's use of premises shall be within the limits shown on the Drawings and as defined in Section 00500 – Contract Agreement, for the performance of the Work.
- B. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of his subcontractor's.
- C. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

#### PART 2 PRODUCTS

NOT USED

#### PART 3 EXECUTION

NOT USED

**END OF SECTION**

## **SECTION 01025**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

- A. The purpose of this section is to define the basis of measurement and payment for the unit price or lump sum items listed in SECTION 00300, BID PROPOSAL.
- B. Section 9.00 of the Commonwealth of Massachusetts Highway Department (MassDOT) Standard Specifications for Highways and Bridges, 2024 Edition is hereby included in its entirety.

##### **1.02 PAYMENT ITEMS**

- A. Work Items of this Project are referenced with Items Numbers and Item Descriptions similar to those currently in use by the MassDOT, Highway Division.

##### **1.03 BASIS OF MEASUREMENT AND PAYMENT**

- A. Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the MassDOT Standard Specifications, unless modified in Sections 02500, Special Provisions and 02550, Construction Specifications.

**END OF SECTION**

## **SECTION 01035**

### **MODIFICATION PROCEDURES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section Includes
  - 1. Procedures for making modifications to the Contract by change orders or other means.
- B. Related Sections
  - 1. Document 00500 - Agreement

##### **1.02 CHANGE ORDERS**

- A. In general Change Orders will be issued for modification of Contract documents which will incorporate changes in the Contract requirements, including additions or deletions in the Work; for unforeseen field conditions which will necessitate changes in the Work; changes in code provisions or other requirements of federal, state or local authority requiring changes in the Work; changes in the availability of products or for incorporating new products into the work and for changes directed by the Engineer for the benefit of the Owner.
- B. Authority to execute Change Orders shall be that of the Engineer and not of the Contractor. Changes Orders will, in general, originate by a "Change Order Proposal Request" or by issuance of a "Construction Change Authorization".
- C. Unless authorized by the Engineer, no work shall be performed that is involved in the change until a formal Change Order is issued.
- D. To initiate a Change Order, the Engineer will forward a Change Order proposal request describing the proposed changes and if required, include additional or revised drawings and specifications soliciting a formal quotation of cost and time to complete the proposed Change Order work. Upon reaching mutual agreement on the cost and time, the Engineer will sign his approval of the Change Order and submit it to the Contractor for his full signature of acceptance.

##### **1.03 FIELD ORDERS**

- A. The Engineer may, to avoid costly removal of, or alterations to, present on-going work, issue a Work Directive Change authorizing the Contractor to proceed, subject to later negotiation of the price of the change.

##### **1.04 PRICE AGREEMENTS**

- A. Prices agreed upon to cover the Change Orders may be either by mutual acceptance of a lump sum or by unit prices as stated in the Contract bid proposal or actual direct cost plus a percentage for overhead, profit and other expenses consistent with Section 00500 – Contract Agreement.
- B. Work done by a subcontractor entitles the General Contractor a percentage of the sum of the actual direct cost, not including the subcontractor's overhead and profit, consistent with Section 00500 – Contract Agreement.

- C. Method for computing the cost of the change shall be based on the net additional increase. No overhead and profit shall be deducted from prices for changes deleting work.
- D. The Change Order form document shall indicate the net adjustment (+/-) to the total Contract price as a result thereof including extension or reduction of time when applicable.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

## **SECTION 01050**

### **FIELD ENGINEERING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Survey work and other field engineering responsibilities of the Contractor.

##### **1.02 REQUIREMENTS**

- A. Contractor shall be responsible for layout of the work and the establishing of lines and grades and the following.
- B. Establish elevations, lines, levels, reference marks, batter boards, etc., required during the progress of the Work. Verify such marks by instrument to confirm accuracy.
- C. Locate and protect survey control and reference points.
- D. Make, check, and be responsible for all measurements and dimensions necessary for the proper construction of the Work.
- E. Engineer will be permitted to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor. The Contractor shall correct any errors found in lines, elevations, reference marks, batter boards, etc. Such a check shall not be construed as approval of the Contractor's work and shall not relieve or diminish the responsibility of the Contractor for the accurate construction and completion of the Work.
- F. Control datum for survey as shown on Drawings.

##### **1.03 QUALITY ASSURANCE**

- A. Qualifications: Employ a Civil Engineer or Land Surveyor registered within the Commonwealth of Massachusetts, acceptable to the Engineer.
- B. Certifications: Submit certificate signed by the Contractor's Engineer or Land Surveyor stating elevations and locations of the Work are in conformance with the Contract Documents.

#### **PART 2 PRODUCTS**

NOT USED

#### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**



## **SECTION 01065**

### **PRICE ADJUSTMENTS FOR COST INCREASES AND DECREASES FOR FUELS, (BOTH DIESEL AND GAS), ASPHALT, CEMENT, AND STRUCTURAL AND REINFORCING STEEL**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. General Provisions
- B. MGL Chapter 30 Section 38A
- C. Fuel Price Adjustment, (Both Diesel and Gas)
- D. Asphalt Price Adjustment
- E. Cement Price Adjustment
- F. Structural and Reinforcing Steel Price Adjustment

##### **1.02 GENERAL PROVISIONS**

- A. The herein specified material price adjustments are required in contracts for road, bridge water and sewer projects awarded under Chapter 30, Section 39M of the Massachusetts General Laws.
- B. Material price adjustments are not required for contracts awarded under Chapter 149, Section 44A of the Massachusetts General Laws.

##### **1.03 MASSACHUSETTS GENERAL LAW CHAPTER 30 SECTION 38A**

- A. Section 38A. "Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent."

##### **1.04 MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE**

- A. This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Owner, depending on an increase or decrease in the average price of diesel fuel or gasoline.
- B. This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price

- C. The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Massachusetts DOT Highway Division's web site:  
<https://www.mass.gov/massdot-contract-price-adjustments> for the month in which the contract was bid, which included State Tax.
- D. The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.
- E. This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.
- F. No adjustment will be paid for work done beyond the extended completion date of any contract.
- G. Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.
- H. The fuel Price adjustment will apply only to the following items of work at the fuel factors shown.

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151, and 151.1 (Both Factors Used)	0.29 Gallons / CY	0.15 Gallons / CY
Surfacing Work: All Items Containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

#### 1.05 ASPHALT PRICE ADJUSTMENT

- A. This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in this section.
- B. Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.
- C. Base Price
- The Base Price of liquid asphalt on a project as listed herein, is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.
- D. Period Price
- The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period

Price for that month. The Department will post this Period Price on its website at <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

E. Price Adjustment Determination, Calculation, and Payment

1. The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.
2. Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.
3. The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.
4. Price Adjustments will be made under Item 999.2. Price Adjustments will be calculated using the following equation:

$$\text{Price Adjustment} = \text{Tons of HMA Placed} \times \text{Liquid Asphalt Content \%} \times \text{RAP Factor} \times (\text{Period Price} - \text{Base Price})$$

- F. No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time..

1.06 CEMENT PRICE ADJUSTMENT

- A. This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in this section. This Price Adjustment will occur on a monthly basis.
- B. The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.
- C. The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found herein.
- D. The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the MassDOT website <https://www.mass.gov/massdot-contract-price-adjustments> the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.
- E. The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made

after the work has been performed, using the monthly period price for the month during which the work was performed.

- F. The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Contract Plans and Specifications. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.
- G. The Price Adjustment will be a separate pay item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.
- H. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.
- I. No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

#### 1.07 STRUCTURAL AND REINFORCING STEEL PRICE ADJUSTMENT

- A. This special provision applies to all projects containing the use of structural steel and/or reinforcing steel as specified elsewhere in the Contract work. It applies to all structural steel and all reinforcing steel, as defined below, on the project. Compliance with this provision is mandatory, i.e., there are no “opt-in” or “opt-out” clauses. Price adjustments will be handled as described below and shall only apply to unfabricated reinforcing steel bars and unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings.
- B. Price adjustments will be variances between Base Prices and Period Prices. Base Prices and Period Prices are defined below.
- C. Price adjustments will only be made if the variances between Base Prices and Period Prices are 5% or more. A variance can result in the Period Price being either higher or lower than the Base Price. Once the 5% threshold has been achieved, the adjustment will apply to the full variance between the Base Price and the Period Price.
- D. Price adjustments will be calculated by multiplying the number of pounds of unfabricated structural steel material or unfabricated reinforcing steel bars on a project by the index factor calculated as shown below under Example of a Period Price Calculation.
- E. Price adjustments will not include guardrail panels or 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.
- F. The weight of steel subject to a price adjustment shall not exceed the final shipping weight of the fabricated part by more than 10%.
- G. Base Prices and Period Prices are defined as follows:
  - 1. Base Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are fixed prices determined by the MassDOT and found in the table below. While it is the

intention to make this table comprehensive, some of a project's unfabricated structural steel and/or unfabricated reinforcing steel may be inadvertently omitted. Should this occur, the Contractor shall bring the omission to the Engineers attention so that a contract alteration may be processed that adds the missing steel to the table and its price adjustments to the Contract.

2. The Base Price Date is the month and year in which the Owner opened bids for the project. This date is used to select the Base Price Index.
3. Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices that have been calculated using the Period Price Date and an index of steel prices to adjust the Base Price.
4. 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 Owner 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.
5. 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 (4) 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)".

H. Period Prices are determined as follows:

1. Period Price = Base Price X Index Factor
2. Index Factor = Period Price Index / Base Price Index

I. Example of a Period Price Calculation:

1. Calculate the Period Price for December 2009 using a Base Price from March 2009 of \$0.82/Pound for 1,000 Pounds of ASTM A709 (AASHTO M270) Grade A36 Structural Steel Plate.
2. The Period Price Date is December 2009. From the PPI website\*, the Period Price Index = 218.0.
3. The Base Price Date is March 2009. From the PPI website\*, the Base Price Index = 229.4.
4. Index Factor = Period Price Index / Base Price Index =  $218.0 / 229.4 = 0.950$   
Period Price = Base Price X Index Factor =  $\$0.82/\text{Pound} \times 0.950 = \$0.78/\text{Pound}$
5. Since  $\$0.82 - \$0.78 = \$0.04$  is less than 5% of \$0.82, no price adjustment is required.
6. If the \$0.04 difference shown above was greater than 5% of the Base Price, then the price adjustment would be 1,000 Pounds X \$0.04/Pound = \$40.00. Since the Period Price of \$0.78/Pound is less than the Base Price of \$0.82/Pound, indicating a drop in the price of steel between the bid and the delivery of material, a credit of \$40.00 would be owed to the Owner. When the Period Price is higher than the Base Price, the price adjustment is owed to the Contractor.
7. \* To access the PPI website and obtain a Base Price Index or a Period Price Index, go to <http://data.bls.gov/cgi-bin/srgate>

- J. The Contractor will be paid for unfabricated structural steel and unfabricated reinforcing steel under the respective contract pay items or for all components constructed of either structural steel or reinforced Portland cement concrete under their respective Contract Pay Items.
- K. Price adjustments, as herein provided for, will be paid separately under Pay Item 999.2.
- L. No price adjustment will be made for price changes after the Contract Completion Date, unless the Owner has approved an extension of Contract Time for the Contract.
- M. Steel base prices shall be as per the table below.

	Steel Type	Price per Pound
1	ASTM A615/A615M Grade 60 (AASHTO M31 Grade 60 or 420) Reinforcing Steel	\$0.54
2	ASTM A27 (AASHTO M103) Steel Castings, H-Pile Points & Pipe Pile Shoes (See Note (8) below.)	\$0.75
3	ASTM A668 / A668M (AASHTO M102) Steel Forgings	\$0.75
4	ASTM A108 (AASHTO M169) Steel Forgings for Shear Studs	\$0.77
5	ASTM A709/A709M Grade 36 / AASHTO M270M/M270 Grade 36 or 250 Structural Steel Plate	\$0.81
6	ASTM A709/A709M Grade 36 / AASHTO M270M/M270 Grade 36 or 250 Structural Steel Shapes	\$0.76
7	ASTM A709/A709M Grade 50 / AASHTO M270M/M270 Grade 50 or 345 Structural Steel Plate	\$0.81
8	ASTM A709/A709M Grade 50 / AASHTO M270M/M270 Grade 50 or 345 Structural Steel Shapes	\$0.76
9	ASTM A709/A709M Grade 50WT / AASHTO M270M/M270 Grade 50WT or 345WT Structural Steel Plate	\$0.84
10	ASTM A709/A709M Grade 50WT / AASHTO M270M/M270 Grade 50WT or 345WT Structural Steel Shapes	\$0.77
11	ASTM A709/A709M Grade 50W / AASHTO M270M/M270 Grade 50W 345W Structural Steel Plate	\$0.84
12	ASTM A709/A709M Grade 50W / AASHTO M270M/M270 Grade 50W or 345W Structural Steel Shapes	\$0.77
13	ASTM A709/A709M Grade HPS 50W / AASHTO M270M/M270 Grade HPS 50W or 345W Structural Steel Plate	\$0.88
14	ASTM A709/A709M Grade HPS 70W / AASHTO M270M/M270 Grade HPS 70W or 485W Structural Steel Plate	\$0.95
15	ASTM A514/A514M-05 Grade HPS 100W / AASHTO M270M/M270 Grade HPS 100W or 690W Structural Steel Plate	\$1.44
16	ASTM A992/A992M Grade 50S / AASHTO M270M/M270 Grade 50S or 345S Structural Steel Plate	\$0.84
17	ASTM A992/A992M Grade 50S / AASHTO M270M/M270 Grade 50S or 345S Structural Steel Shapes	\$0.77
18	ASTM A276 Type 316 Stainless Steel	\$4.34
19	ASTM A240 Type 316 Stainless Steel	\$4.34
20	ASTM A148 Grade 80/50 Steel Castings (See Note (8) below.)	\$1.49
21	ASTM A53 Grade B Structural Steel Pipe	\$0.95
22	ASTM A500 Grades A, B, 36 & 50 Structural Steel Pipe	\$0.95
23	ASTM A252, Grades 240 (36 KSI) & 414 (60 KSI) Pipe Pile	\$0.75

24	ASTM 252, Grade 2 Permanent Steel Casing	\$0.75
25	ASTM A36 (AASHTO M183) for H-piles, steel supports and sign supports	\$0.79
26	ASTM A328 / A328M, Grade 50 (AASHTO M202) Steel Sheetpiling	\$1.42
27	ASTM A572 / A572M, Grade 50 Sheetpiling	\$1.42
28	ASTM A36/36M, Grade 50	\$0.81
29	ASTM A570, Grade 50	\$0.79
30	ASTM A572 (AASHTO M223), Grade 50 H-Piles	\$0.81
31	ASTM A1085 Grade A (50 KSI) Steel Hollow Structural Sections (HSS), heat-treated per ASTM A1085 Supplement S1	\$0.95
32	AREA 140 LB Rail and Track Accessories	\$0.49

**END OF SECTION**

## **SECTION 01067**

### **STATE OF MASSACHUSETTS AND LOCAL REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. EXCERPTS FROM MASSACHUSETTS STATUTES**
- B. MINIMUM WAGE RATES**
- C. SAFETY AND HEALTH**

##### **1.02 EXCERPTS FROM MASSACHUSETTS STATUTES**

- A. In addition to the requirements as set forth under "Compliance with Laws" in the AGREEMENT, particular attention is directed to certain stipulations of Chapter 149 of the General Laws of Massachusetts, as amended to date as follows:**

Section 25. "Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefore, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. "In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause forty-three of section seven of chapter four and who are qualified to perform the work to which the employment relates;

and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers then to citizens of the United States, and every contract for such work shall contain a provision to this effect."

Section 34. "Every contract, except for the purchase of, material or supplies, involving the employment of laborers, workmen, mechanics, foremen, or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than 48 hours in any one week, or more than six days in any one week, except in cases of emergency, or in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid..."



Section 34A. "Every contract for the construction, alteration, maintenance, repair or demolition of or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. "Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers employed by him in such city or town."

Attention is directed to Chapter 774 of the Acts of 1972 amending Section 39F of Chapter 30 to read as follows:

Section 39F. "(1) Every contract awarded shall contain the following subparagraphs and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

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

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

subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

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

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

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

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

shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

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

Section 39L. The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with the awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.

Attention is also directed to Chapter 774 of the Acts of 1972 further amending Chapter 30 by adding after Section 39M the following section:

Section 39M. (b) Specifications for such contracts, and specification for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefore, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.

Section 39N. "Every contract subject to section forty-four A of chapter one hundred forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

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

Attention is also directed to Chapter 1164 of the Acts of 1973 further amending Chapter 30 by adding after Section 39N the following two sections:

Section 39O. "Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety...

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

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than 20 days before the general contractor notified the awarding authority of the act or failure to act involved in the claim."

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

Attention is also directed to Chapter 30, Section 39R of the General Laws of Massachusetts as amended to date as follows:

Section 39R. (a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter thirty, sections forty-four A through forty-four H, inclusive, of chapter one hundred forty-nine and sections thirty B through thirty P, inclusive, of chapter seven.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven and any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

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

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

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

(6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which she/he has made and sets forth his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of a financial condition of the contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

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

(b) Subsection (a) (2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections 30B through 30P, inclusive, of chapter seven, and pursuant to section 39M of chapter 30 or to section 44A through 44H, inclusive, of chapter 149, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the awarding authority, office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his/her subcontractors that directly pertain to, and involve transactions relating to, the contractor or his/her subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his/her description the date of the change and reasons therefore, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. To maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that she/he has examined the statement of management on internal accounting controls, and expressing an opinion as to

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the awarding authority during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by sub accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the deputy commissioner for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The deputy commissioner of capital planning and operations may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of Chapter one hundred forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

#### 1.03 MINIMUM WAGE RATES

- A. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Sections 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 of Minimum Wage Rates for those trades-people who may be employed for the proposed work under this contract. Minimum wage rates are included in the attachment to Section 00650.

#### 1.04 SAFETY AND HEALTH

- A. This project is subject to the Safety and Health regulation of the U.S. Department of Labor set forth in 29 CFR Part 1926, Commonwealth of Massachusetts Regulations CMR 454, and to the Massachusetts (Department of Labor and Industries,) Division of (Industrial) Occupational Safety "Construction Industry Rules and Regulations for the Prevention of Accidents in

Construction operations (Chapter 454 CMR 10.00 et. seq.)". Contractors shall be familiar with the requirements of these regulations.

**END OF SECTION**



## **SECTION 01069**

### **HEALTH & SAFETY REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for providing a Health and Safety Plan (HASP) and maintenance of health and safety, while performing the Work.

##### **1.02 REQUIREMENTS**

- A. Monitor working conditions at all times during construction and provide appropriate protective clothing, equipment and facilities for personnel, and establish workplace procedures to ensure personnel safety.
- B. If required, implement Health and Safety protection program. The procedures for such implementation shall be submitted to the Engineer and Owner for approval. The procedures shall include provisions for stations allowing workers to wash and to put on and remove protective clothing, and stations for vehicles to be cleaned, if necessary, before leaving the site, air monitoring, and evaluation of areas where unsafe levels of gas has accumulated.
- C. Comply with all Federal, State, and local safety requirements related to the hazards anticipated to be encountered during the course of this project.
- D. In addition to the above requirements, comply with the following:
  - 1. All construction equipment on the site shall be equipped with vertical exhaust pipes or a spark proof exhaust.
  - 2. Smoking shall not be permitted in any area where gases can accumulate, or in areas where contaminated soil is present.
  - 3. Welding or open flames shall not be permitted in enclosed areas.
  - 4. Toxic gas indicators, an organic vapor analyzer, a combustible gas indicator, an oxygen indicator, and fire extinguishers shall be available at all times during operations. Periodic monitoring with portable monitoring devices shall be employed as dictated by the Health and Safety Plan.
  - 5. During operations, whenever unsafe levels of toxic gases are detected, all work will cease in that area until acceptable levels are reached.

##### **1.03 SHOP DRAWINGS**

- A. Submit site specific Health and Safety Plan (HASP) that complies with all applicable OSHA requirements to the Engineer for review and acceptance within fifteen (15) working days of the Contractor's Notice to Proceed. Certified Industrial Hygienist must certify the Contractor's plan prior to submittal to and review by the Engineer. The Contractor is not to proceed with any subsurface or site work without review and acceptance of the submitted Health and Safety Plan by the Engineer.

##### **1.04 QUALITY ASSURANCE**

- A. Engage an independent, qualified Health and Safety expert having experience in similar construction conditions, to monitor site conditions and recommend all necessary Health and Safety protection. This person shall be a Certified Industrial Hygienist (CIH). The Contractor

shall follow such recommendations and shall provide such protection to his personnel, and personnel of the Owner and Engineer, as may be affected.

#### 1.05 REGULATORY REQUIREMENTS

- A. Establish work place procedures, enforce the use of these procedures, and the associated equipment and facilities in accordance with the following guidelines:
  - 1. Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, and 29 CFR 1920 - Safety and Health Regulations for Construction.
  - 2. Occupational Safety and Health Standards, 29 CFR 1926 - Safety and Health Regulations for Construction.
  - 3. U.S. Environmental Protection Agency Medical Monitoring Program Guidelines.

#### 1.06 SITE CONDITIONS

- A. Contractor is also responsible for reviewing site specific investigation reports included in the various Appendices of the Contract Documents.

### PART 2 PRODUCTS

NOT USED

### PART 3 EXECUTION

#### 3.01 PROTECTION

- A. If, at any time, the Owner or the Engineer is apprised of a safety hazard which demands immediate attention because of its high potential for harm to the public travel, persons on or about the Work, or public or private property, the Owner or the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as necessary and the Contractor shall comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the Work into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, then the Owner may put the Work into such a condition that is, in his opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Owner. The fact that the Owner or the Engineer does not observe a safety hazard or does not order the Contractor to take remedial measures shall in no way relieve the Contractor of the entire responsibility for any costs, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Owner acting under authority of this Section.
- B. If the Contractor is alerted to the fact that conditions of high hazard are present or can be present at the site during the performance of the Work, it is the responsibility of the Contractor to take appropriate safety precautions to meet whatever conditions of hazard may be present during the performance of the Work, whether reasonably foreseeable or not. The safety conditions enumerated in the Specifications are the minimum permissible and neither the Owner nor the Engineer makes any representation that the safety standards provided herein will be adequate to meet all eventualities. The Contractor is therefore alerted to the fact that it shall be his responsibility to anticipate and provide such additional safety precautions, facilities, personnel

and equipment as shall be necessary to protect life and property from whatsoever conditions of hazard are present or may be present.

- C. Contractor shall supply and erect highly visible safety fencing a minimum of three feet in height around all construction areas that pose a threat to safety and post proper signage as required by Local, State and Federal requirements. The Contractor shall erect safety fencing as documented in the Contact Drawings or as directed by the Engineer and shall maintain such fencing and signage until such a time that the potential safety hazard has been rectified. Upon final completion of construction all safety fencing shall be removed off-site by the Contractor. Safety fencing requirements of OSHA shall be enforced by the Contractor.

**END OF SECTION**

## SECTION 01170

### ENVIRONMENTAL PROTECTION

#### PART 1 GENERAL

##### 1.01 SUMMARY

###### A. Section Includes

1. Requirements for environmental protection during and as the result of construction operations under this Contract except for those measures set forth in other provisions of these Specifications.

##### 1.02 QUALITY ASSURANCE

###### A. Requirements of regulatory agencies:

1. In order to prevent environmental pollution and to provide for environmental protection arising from construction activities related to the performance of this Contract, the Contractor shall comply with all applicable Federal, State, and local laws and regulations concerning environmental protection, as well as the specific requirements stated in the Section and elsewhere in the Specifications.

#### PART 3 EXECUTION

##### 3.01 PROTECTION OF LAND RESOURCES

- A. It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition, or be restored to a condition after completion of construction, that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his construction activities to areas defined on the Drawings or in the Specifications except with written approval of the property owners and the Engineer.
- B. Limits of working areas include areas for storage of construction material, and shall be cleared in a manner which will enable satisfactory restoration and which will not affect the environment during or after the construction period. The Contractor shall not enter beyond the working limits of the working area except with written approval of the Engineer and Owner.
- C. Location of areas for storage of the Contractor's materials required temporarily in the performance of the work, shall be within the limits of the working area and shall require written approval of the Engineer prior to use. The preservation of the landscape shall be an imperative consideration.

##### 3.02 PROTECTION OF WATER RESOURCES

- A. Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumen's, calcium chloride, acids or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers, streams and impounded water. All work under this Contract shall be performed in such

a manner that objectionable conditions will not be created in streams through, or bodies of water adjacent to, the project area.

- B. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation basins or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations should be held to a minimum.
- C. Apply temporary mulch on denuded ground immediately after rough grading is completed. This shall apply to all areas not subject to appreciable traffic during construction, even those that are to receive some form of construction later if ground is to be exposed 30 days or more.
- D. Stream and drainage ditch crossings by fording with equipment shall be limited to control turbidity, and in areas of frequent crossings, temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the project. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.
- E. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.
- F. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waterways shall be disposed of by the Contractor in accordance with the applicable governing regulations. If any waste material is dumped in unauthorized area, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as specified hereinbefore, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

### 3.03 MAINTENANCE

- A. The Contractor shall dispose of all discarded debris and aggregate samples in a manner approved by the Engineer. Toilet facilities shall be kept clean and sanitary at all times. Services

shall be performed at such a time and in such a manner to least interfere with the operations. Services shall be accomplished to the satisfaction of the Engineer.

- B. The Contractor shall frequently remove materials no longer required on the site so that, at all times, the site, access routes to the site and any other areas disturbed by his operations shall present a neat, orderly, workmanlike appearance.

#### 3.04 DUST CONTROL

- A. Contractor shall maintain all excavations, embankments, stockpiles, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others or contaminate surface water.

#### 3.05 NOISE CONTROL

- A. Contractor shall use every effort and means possible to minimize or eliminate noise caused by his operation which the Engineer may consider objectionable.

#### 3.06 LITTER CONTROL

- A. Any litter generated by the Contractor's operation, whether from disturbance of existing buried solid waste or generated in the course of performing the work under Contract, shall be collected and properly disposed of on a daily basis.

#### 3.07 PROHIBITED CONSTRUCTION PROCEDURES

- A. Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors, and floodplains is strictly prohibited. Any violation of this restriction by the Contractor or any person employed by him, will be brought to the immediate attention of the responsible regulatory agencies.
- B. Contractor shall comply with the following requirements regarding prohibited construction procedures as follows:
  - 1. Dumping of spoil material into any stream corridor, any wetland, any surface waters, or at unspecified locations.
  - 2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, any wetlands or surface waters.
  - 3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors or any wetlands.
  - 4. Damaging vegetation adjacent to, or outside of, the area of the work.
  - 5. Disposal of trees, brush and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
  - 6. Permanent or unspecified alteration of the flow line of any stream.
  - 7. Open burning of project debris.
  - 8. Location of storage stockpile areas in environmentally sensitive areas.
  - 9. Disposal of excess or unsuitable excavation material in wetlands or floodplains, even with permission of the property owner.

**END OF SECTION**

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for project meetings.

##### **1.02 PRECONSTRUCTION CONFERENCE**

- A. Engineer will schedule and administer a pre-construction conference.
- B. Pre-construction conference will be scheduled and administered within fourteen (14) calendar days after the dated "Notice to Proceed". The Contractor shall be prepared to address such topics as projected construction schedules, major personnel, critical work areas, construction facilities and shop drawing submittals.

##### **1.03 Progress meetings**

- A. Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at minimum monthly intervals.
- B. Time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.
- C. Engineer will, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to participants.

#### **PART 2 PRODUCTS**

NOT USED

#### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01300**

### **SUBMITTALS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for submission of schedules and shop drawings.

##### **1.02 PROGRESS SCHEDULE**

- A. Within fourteen (14) calendar days after execution of the Contract Documents, the Contractor shall submit to the Engineer for review a construction progress schedule conforming to requirements specified. This schedule should show the proposed dates of commencement and completion of each of the various subdivisions of work required under this Contract and the anticipated monthly percentage of completion based on the total contract price. The Contractor shall be responsible for updating and/or revising this schedule whenever directed by the Engineer throughout the duration of the Contract.
- B. Special attention is directed to the requirement that the Contractor shall start the Work, as specified under this Contract, no later than thirty (30) calendar days after the execution of the Contract Documents, unless otherwise directed by the Owner. The Contractor shall comply with all pre-construction requirements as specified. The Owner reserves the right to delay the commencement of the Work or any part thereof if the specified requirements as determined by the Engineer have not been satisfied. The Owner further reserves the right to limit or, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest and/or safety to do so.
- C. Contractor shall contact the appropriate town or city authorities concerning any public or semi-public events that may occur during the construction period that may affect construction. The Contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose. No claims for extras will be allowed because of any delay, extra materials handling, extra excavation, etc. caused by the imposed restrictions. However, additional time may be granted for completion of the work to compensate for delays caused by said restrictions.

##### **1.03 SHOP DRAWINGS**

- A. Once approved through the Electronic Submittal Procedure, Contractor to submit one (1) full-sized copy of all approved shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for the Contract, and materials and equipment for which such drawings are specifically requested.
- B. A maximum of two (2) submittals of each shop drawing will be reviewed by the Engineer. If more submittals are required due to the Contractor's neglect or failure to fulfill the requirements of the Contract plans and specifications, or to make corrections or modifications required by the Engineer in the review of the first two submittals, the Engineer will review the submittal and the Contractor will be responsible for the cost of the review, as determined by the Owner based on the Engineer's documentation of time and rates for additional services established in the Engineering Agreement between the Owner and the Engineer.



- C. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When the dimensions are of particular importance, or when specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract.
- D. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.
- E. Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings to eliminate delay to the Work due to the absence of such drawings. All shop and working drawings must be submitted to the Engineer within thirty (30) calendar days prior to incorporation into the Work, unless otherwise permitted by the Engineer. **Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals.** The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. Prior to and during the progress of the Work the schedule shall be revised and resubmitted as requested by the Engineer.
- F. No material or equipment shall be purchased or fabricated for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- G. Until the necessary review has been made, the Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which review is required.
- H. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop and working drawings. All drawings shall be clearly marked with the names of the Owner, Contractor, and building, equipment, or structure to which the drawing applies, and shall be suitable numbered. Submitted shop drawings shall be accompanied by a letter of transmittal, completed by the Contractor provided by the Engineer.
- I. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.
- J. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- K. The review of shop and working drawings by the Engineer will be general only, and nothing contained in this Section shall relieve, diminish or alter in any respect the responsibilities of

the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance as specified. The Contractor shall be responsible for errors and omissions in shop drawings.

- L. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires, appurtenances, or layouts etc., either existing or as detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do the work necessary to make such modifications.
- M. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

**SECTION 01400**  
**QUALITY CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for Contractor's quality control of products, suppliers, manufacturers, services, site conditions, and workmanship, to produce Work of specified quality.

**1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Comply fully with manufacturers' instructions, including each step in sequence.
- B. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

**1.03 FIELD SAMPLES**

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified to be removed, clear area only after field sample has been accepted by the Engineer.

**1.04 CERTIFIED WELDERS**

- A. Structural welds shall be made only by operators who have been qualified by tests, as prescribed in the "Standard Qualification Procedure" of the American Welders Society, to perform the type of work required.
- B. Pipe welds shall be made only by operators who have been qualified by the National Certified Pipe Welding Bureau and each operator's qualification record shall be submitted to the Engineer before any work is performed.
- C. Shop welding shall be in accordance with the "Code for Welding in Building Construction".

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01410**

### **LABORATORY TESTING**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

###### **A. Section Includes**

1. Qualification, duties and responsibilities of testing laboratories.
2. Coordination and scheduling responsibilities of the Contractor.

###### **B. Related Sections**

1. Section 01600 - Materials and Equipment

##### **1.02 PAYMENT PROCEDURES**

###### **A. Initial Testing**

1. Unless otherwise specified herein, the Contractor will pay for initial testing services required by the Engineer.

###### **B. Retesting**

1. When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, at no additional cost.

###### **C. Contractors Convenience Testing**

1. Inspecting and testing performed exclusively for the Contractor's convenience or a required by him by the technical specifications shall be the sole responsibility of the Contractor.

##### **1.03 REFERENCES**

###### **A. American Society for Testing and Materials (ASTM)**

1. E329, Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

##### **1.04 REQUIREMENTS**

###### **A. Work included:**

1. Cooperate with the selected testing agency and all others responsible for testing and inspecting the Work.
2. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.
3. Where no testing requirements are described, but the Owner directs testing, the Contractor shall provide testing under the requirements of this Specification.

###### **B. Work not included:**

1. Selection of testing laboratory: The Contractor will select a qualified independent testing laboratory, subject to approval by the Owner..

## 1.05 QUALITY ASSURANCE

### A. Qualifications

1. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.

### B. Regulatory requirements

1. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.
2. Regulatory Requirements Inspections and tests required by codes or ordinances, or by a plan approved authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

## 1.06 DELIVERY, STORAGE, AND HANDLING

### A. Comply with pertinent provisions of Section 01600 - Materials and Equipment.

### B. Promptly process and distribute, to the Engineer, required copies of test reports and instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

## 1.07 SCHEDULING

### A. Establishing schedule

1. By advance discussion with the testing laboratory, determine the time required for the laboratory to perform its tests and to issue each of its findings.
2. Provide all required time within the construction schedule.
3. Coordinate testing activity with the appropriate testing laboratory.

### B. Revising schedule

1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

### C. Adherence to schedule

1. When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

## PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.01 FIELD QUALITY CONTROL

#### A. Site Tests

1. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

2. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

**END OF SECTION**

## **SECTION 01510**

### **TEMPORARY UTILITIES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for temporary utilities required during construction.

##### **1.02 GENERAL REQUIREMENTS**

- A. Contractor is responsible for payment of all costs associated with the installation and operation of all temporary utilities necessary for the completion of the work.

##### **1.03 TEMPORARY WATER**

- A. If needed, temporary pipe lines and connections from the permanent service lines, necessary for the use of the Contractor and his Subcontractors shall be installed, protected, and maintained at the expense of the Contractor.
- B. Contractor shall provide adequate supply of drinking water from an approved source of acceptable quality, satisfactorily cooled, for his employees and those of his Subcontractors.

##### **1.04 TEMPORARY ELECTRICITY**

- A. If needed, provide electrical energy required for temporary lighting and power.
- B. Contractor shall bare all costs necessary to provide a temporary, separately metered electric service for construction. Electrical work to be done in accordance with applicable codes.

##### **1.05 TEMPORARY SANITARY FACILITIES**

- A. Provide adequate sanitary facilities for the use of those employed on the Work. Sanitary facilities shall be made available when the first employees arrive on the site of the Work, be properly secluded from public observation, and be maintained during the progress of the Work in suitable numbers.
- B. Maintain sanitary facilities in an orderly and sanitary condition at all times and enforce their use. Rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or any adjacent property.

#### **PART 2 PRODUCTS**

NOT USED

#### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01560**

### **TEMPORARY CONTROLS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for cleaning, maintenance of the site, barriers and fences required during construction.

##### **1.02 CLEANING DURING CONSTRUCTION**

- A. Contractor shall perform clean-up operations during construction as herein specified.
  - 1. Control accumulation of waste materials and rubbish; periodically dispose of off-site. Bear all costs, including fees resulting from disposal.
  - 2. Maintain project in accordance with all local, State and Federal Regulatory Requirements.
  - 3. Store volatile wastes in covered metal containers, and remove from premises.
  - 4. Prevent accumulation of wastes that create hazardous conditions.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on site.
  - 2. Do not dispose or volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.
  - 4. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
  - 5. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.
  - 6. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations.
  - 7. Provide on-site containers for collection of waste materials, debris, and rubbish.
  - 8. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas off the construction site.
  - 9. Handle material in a controlled manner with as little handling as possible. Do not drop or throw materials from heights.
  - 10. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.
  - 11. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
  - 12. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc. shall, upon completion of the work, be left in a clean and neat condition.



### 1.03 DUST CONTROL

- A. Provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions or performance obligations of the Contractor.

### 1.04 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts for clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Construct sediment control devices for discharge from dewatering trenches.
- G. Construct all sedimentation control devices shown on the plans.

### 1.05 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
  - 1. Equip air compressors with Silencers, and power equipment with mufflers.
  - 2. Manage vehicular traffic and scheduling to reduce noise.

### 1.06 POLLUTION CONTROL

- A. Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows, if any along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any pools or other bodies of water.

### 1.07 SURFACE WATER CONTROL

- A. Take all precautions to prevent damage to the work or equipment by high waters or by storms. Engineer with the approval of the Owner may prohibit the carrying out of any work at any time when in his judgment, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.
- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Owner.

### 1.08 BARRIERS AND ENCLOSURES

- A. Fences and Barricades

1. Provide and maintain temporary fences, barriers, lights, guardrails, and barricades as indicated in the Contract Documents, or as necessary to secure the Work and adjacent property, and protect persons and property.

**B. Protection of Trees**

1. The Contractor shall take care not to harm trees along the sides of roads or within the existing facility in which the construction work is to be done or trees on adjacent lands except as indicated on the drawings or with the written permission of the Owner and any other owner of the trees involved. Care shall be taken not to cut tree roots so as to harm the growth of trees to remain.
2. If, in the opinion of the Engineer, any trees damaged during construction can be repaired, the Contractor shall satisfactorily repair same at no further cost to the Owner.
3. If, in the opinion of the Engineer, any tree damaged during construction cannot be repaired and should be removed, the Contractor shall satisfactorily remove and replace, in kind, same at no further cost to the Owner.

PART 2    PRODUCTS  
             NOT USED

PART 3    EXECUTION  
             NOT USED

**END OF SECTION**

## **SECTION 01570**

### **TRAFFIC REGULATIONS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for traffic control for the duration of the Contract.

##### **1.02 REFERENCES**

- A. Manual of Uniform Traffic Control Devices (MUTCD) Latest Edition, including all latest revisions.

##### **1.03 PERFORMANCE REQUIREMENTS**

- A. Contractor shall have the sole responsibility for the maintenance and protection of traffic.
- B. An authorized representative of the Contractor shall be available on a 24-hour basis for the duration of the Contract for the purpose of correcting construction related impediments or hazards.

##### **1.04 SHOP DRAWINGS**

- A. In accordance with SECTION 01300 – SUBMITTALS, submit a traffic plan delineating requirements of this section, the Contract Drawings. Traffic control plans shall detail all typical work zones and detours.

##### **1.05 SITE CONDITIONS**

- A. Replace, at no cost to the Owner, pavement markings, legends and lane arrows removed or damaged by the construction operation.
- B. Restore temporary detours to original condition.
- C. Replace traffic signal loops damaged during construction within 72 hours.

#### **PART 2 PRODUCTS**

##### **2.01 TRAFFIC CONTROL DEVICES**

- A. In accordance with the MUTCD.

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION OF TRAFFIC CONTROL DEVICES**

- A. In accordance with the MUTCD.

##### **3.02 PROTECTION OF TRAFFIC**

- A. Barricade trenches and roadway excavations at the end of each work period with temporary precast concrete barriers, properly lighted and marked to guide traffic to designated travel lane, or other means acceptable to the Engineer and approved on the Traffic Plan.

- B. Maintain and protect traffic movements for the entire length of the project.
- C. Keep one lane of traffic open at all times except for brief stoppages dictated by the construction operation involving safety of vehicles in the travel lanes.
- D. Maintain access to business and private ways during construction operations.
- E. Furnish sufficient number of signs, temporary precast concrete barriers, warning lights, drums and traffic cones to warn traffic of construction and guide traffic through the construction area in accordance with the MUTCD.

**END OF SECTION**

## **SECTION 01590**

### **FIELD OFFICES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for Contractor's and Engineer's field offices.

##### **1.02 CONTRACTOR'S FIELD OFFICE**

- A. Maintain temporary field office near the work for his own use during the period of construction at which readily accessible copies of all contract documents shall be kept. Locate field office where it will not interfere with the progress of the Work. In charge of this office there shall be a responsible contractor superintendent.

##### **1.03 REMOVAL OF OFFICES**

- A. Remove the Engineer's field office and all other temporary facilities from the site, after the date of completion of the Work as stated in the final estimate, unless otherwise directed by the Engineer. The field office and temporary facilities shall become the Contractor's property and the premises shall be left in a condition acceptable to the Engineer.

#### **PART 2 PRODUCTS**

NOT USED

#### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01600**

### **MATERIALS AND EQUIPMENT**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

###### **A. Section Includes**

1. Requirements for delivery, storage, handling and installation of systems, materials, manufactured units, equipment, components, and accessories used in the work.

###### **B. Related Sections**

1. Section 01300 - Submittals

##### **1.02 DELIVERY**

- A. Refer to Specifications' Sections for requirements pertaining to delivery and handling of materials and equipment.
- B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct, and products are undamaged.

##### **1.03 STORAGE AND PROTECTION**

- A. Refer to Specifications' Sections for requirements pertaining to storage and protection of materials and equipment.
- B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged, and are maintained under required conditions.

#### 1.04 INSTALLATION STANDARDS

- A. Comply with Specifications and referenced standards as minimum requirements.
- B. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.
- C. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- F. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300 - Submittals, distribute copies to persons involved, and maintain one set in field office.
- G. Perform work in accordance with details of instructions and specified requirements.

#### PART 2 PRODUCTS

NOT USED

#### PART 3 EXECUTION

NOT USED

**END OF SECTION**

## **SECTION 01800**

### **MAINTENANCE**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Procedures for maintaining work completed under this Contract.

##### **1.02 MAINTENANCE PERIOD**

- A. The general maintenance period for all construction or materials under this Contract shall be one (1) year subsequent to the date of the acceptance of the work by the Owner, or as provided by other sections of this Specification.
- B. If the Owner puts any structure or equipment to use prior to acceptance of all work under the Contract, the maintenance period for such structures or equipment shall be calculated from the time use begins.
- C. Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any damage of material or work without cost to the Owner, to satisfaction of Engineer, in conformance with Contract Documents provided orders for replacement and/or repairs are received in writing by the Contractor within the one year period.
- D. This Section shall in no way limit the duration of the Contractor's responsibility for the correction of any defect due to workmanship or materials provided by the Contractor which are not in compliance with the Contract Documents.

##### **1.03 ABUSE OF WORK**

- A. Contractor is not obligated to perform work of replacement or repair that he may prove is required because of abuse by parties other than the Contractor, after the date the Owner puts to continuous use the work requiring replacements or repair, or after date the Owner has approved the Certificate of Completion.

##### **1.04 EMERGENCY REPAIRS**

- A. If the Owner deems necessary, the Owner shall order replacement or repairs be undertaken within 24 hours.
- B. If the Contractor delays or fails to make the ordered replacement or repairs within the time specified, the Owner shall have the right to make such replacements or repairs and the expense shall be deducted from moneys due the Contractor, or moneys of the Contractor retained by the Owner.

#### **PART 2 PRODUCTS**

**NOT USED**



PART 3 EXECUTION

NOT USED

**END OF SECTION**

## DIVISION 2

### SECTION 02500

#### SPECIAL PROVISIONS SUMMARY OF WORK AND SPECIFIC REQUIREMENTS

##### SCOPE OF WORK

The work to be done under this contract consists of furnishing all necessary labor, materials and equipment required for the rehabilitation of the Gerrish Road Bridge over Small Pox Brook, and the reconstruction of the roadway from approximately 80 feet west of the bridge to approximately 70 feet east of the bridge. The project will include other improvements in accordance with the plans and these Special Provisions.

The work includes partially removing the existing fill over the granite clapper stone bridge and temporarily removing and resetting the clapper stones in order to perform abutment stone masonry repairs, underwater grout bag installation, wall reconstruction, excavation, cold-planing and resurfacing, installation of a reinforced concrete moment slab, curbing, replacement of guard rail, pavement markings and the provision of safety controls and signing for construction operations and other incidental items included in the contract documents necessary to complete the Project.

The roadway will be closed to vehicular traffic for the duration of the construction project. A detour route will be assigned.

The Contractor shall coordinate his work with all utility owners and the Town of Salisbury before and during the work.

“Engineer” or “Director” shall mean the Town Engineer/City Engineer or his appointed agent(s).

“Town/City” or “Department” shall mean the Town of Salisbury.

The locations, general characteristics, and principal details are shown on the plans entitled: Town of Salisbury, Massachusetts; Department of Public Works; Gerrish Road Bridge over Small Pox Brook, Contract No. 11417.

All work under this contract shall be done in conformance with the Massachusetts Department of Transportation *Standard Specifications for Highways and Bridges* dated 2025; the *Supplemental Specifications* dated March 31, 2025; the *2025 Construction Standard Details*, 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 *Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

References within the Standard Specifications to the Massachusetts Department of Transportation or the Engineer shall for the purposes of this Contract be construed to mean the Town of Salisbury or its representative.

EXISTING UTILITIES OR CONNECTIONS: The location of existing underground pipes, cables, conduits and structures as shown has been collected from the best available sources and the Town of Salisbury together with its agents does not imply or guarantee the data and information in connection with underground pipes, cables, conduits, structures and such other parts as to their completeness not their locations as indicated. The Contractor shall contact utility owners and request marking locations of all their lines in the work areas. Any expense and/or delay occasioned by these utilities and structures or damage thereto, including those not shown, shall be the responsibility of the Contractor at no additional expense to the Town of Salisbury.

### RESTRICTIONS

The bridge will be closed for a significant portion of construction operations, and all traffic detoured. Access to adjacent driveways shall be provided at all times.

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zones to abutting properties at all times.

The bridge shall not be closed to traffic until the Contractor has received approvals for all materials and procedures required for construction activities scheduled to occur during the bridge closure period. Additionally, the bridge shall not be closed to traffic until all such materials are either on site, or the Contractor can provide a delivery schedule from his suppliers showing scheduled delivery dates that would be in agreement with the Contractor's schedule to enable uninterrupted construction during the bridge closure period.

The Contractor shall notify the Engineer and the Town of Salisbury Public Works Department 14 days before the bridge closure.

In general, work on this project is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. When extended work hours are required for certain activities, the Contractor shall provide the Engineer with at least 72 hours' advance notice.

If night work is requested by the Contractor, then no additional payment will be made for additional traffic management required and shall be included in the cost of the appropriate contract item(s). Also, night work cannot occur unless approved by the Engineer.

### NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

The following are the names and addresses of some of the agencies which may be affected, and must be notified. Completeness of this list is not guaranteed. The Contractor shall assure that all affected agencies are notified. It will be the Contractor's responsibility to verify this contact information and to notify the City of changes to this list.

Salisbury Public Works  
39 Lafayette Road  
Salisbury, MA 01952

Jamie Tuccolo, Public Works Director  
(978) 462-7611

Salisbury Water Department  
39 Lafayette Road  
Salisbury, MA 01952

Shavaun Callahan, Chief Water Operator  
(978) 465-1430

Salisbury Sewer Department  
39 Lafayette Road  
Salisbury, MA 01952

Jeff Ingalls, Chief Sewer Operator  
(978) 465-4058

Salisbury Fire Department  
37 Lafayette Road  
Salisbury, MA 01952

Chief Scott Carrigan  
(978) 465-3631

Salisbury Police Department  
181 Beach Road  
Salisbury, MA 01952

Chief Thomas W. Fowler  
(978) 465-3121

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

The Contractor shall coordinate his/her work with the work required to be performed by any private utility owner for this project. No additional compensation or time extensions shall be allowed for delays as a result of work required to be performed by a private utility owner.

The Contractor shall be required to furnish all labor, materials, and equipment necessary to protect underground structures and electrical vaults within the project site from construction debris and water penetration. When underground structures or electrical vault roofs are excavated, the Contractor shall be responsible for maintaining security of these structures or electrical vaults against unauthorized access. The Contractor shall be responsible for leaving the structures and vaults in a state of water tightness equal to that existing at the commencement of the contract.

### **NATIONAL GRID EMERGENCY TELEPHONE NUMBERS**

#### **ELECTRIC:**

Outage/ Emergency: 1-800-465-1212

New Service: 1-800-375-4730

Customer Support: 1-800-322-3223

GAS:

Outage: 1-800-465-1212

Emergency: 1-800-233-5325 or 911

New Service: 1-877-696-4743

Customer Support: 1-800-233-5325

TEMPORARY ACCESS TO AREA ABUTTERS

The Contractor shall provide safe and ready means of ingress and egress to all abutting properties in the project area, both day and night, for the duration of the project.

NEW INTRODUCTIONS OF INVASIVE PLANTS INTO OR AROUND THE SITE

(Supplementing Subsections 7.01(D) Plant Pest Control and 7.13 Protection and Restoration of Property)

The Contractor shall ensure that no invasive plant species, as defined and listed as Invasive, Likely Invasive, or Potentially Invasive, by the Massachusetts Invasive Plant Advisory Group <http://www.massnrc.org/MIPAG>, are introduced or spread around the site by construction activities including but not limited to improperly cleaned construction equipment and importation of infected materials such as borrow, compost, nursery stock, seed, or hay bales. Corrective measures, if necessary, shall be made by the Contractor as directed by the Engineer.

The Contractor shall be solely responsible for all costs associated with ensuring that invasive species are not introduced or spread around the site by construction activities and for all corrective measures required for as long as necessary to eliminate the introduced invasive plant species and prevent re-establishment of same.

ENVIRONMENTAL CONTROLS

All construction equipment shall be fitted with suitable muffling devices so that the noise from construction operation shall be properly controlled.

The Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the Engineer.

The Orders of Conditions issued by Town of Salisbury Conservation Commissions has been included in Appendix A of these Special Provisions and made part of these Special Provisions.

Payment for work required by the Order of Conditions, unless otherwise provided for, shall be considered incidental to other items, and no additional payment shall be made for this work.

## CONCRETE WASHOUT STATIONS

Concrete washout stations shall be a pre-engineered system. Design, details, and proposed locations of concrete washout stations shall be submitted to the Engineer and the Salisbury Conservation Commission for approval prior to construction. No separate payment will be made for concrete washout stations.

## MATERIAL STOCKPILES

Material stockpiles shall be enclosed with erosion control barriers. Proposed locations for material stockpiles shall be submitted to the Engineer and the Salisbury Conservation Commissions for approval prior to construction. No separate payment will be made for erosion control barriers for material stockpiles.

## SAWCUTTING

Sawcuts shall be made in the existing pavement at areas of new or reset curb, limits of full depth pavement construction, limits of box widening, cement concrete pavement, sidewalk construction, limits of work, and as directed by the Engineer. Payment for this work shall be included in the unit price under the applicable items without additional compensation.

The work under sawcuts shall conform to the relevant provision of Section 480 of the Standard Specifications and the following:

Sawcutting equipment shall be approved by the Engineer prior to commencing work.

All edges of excavations made in existing pavements, driveways, and sidewalks which will not be overlaid and which will be visible shall be squared by sawcutting with power-driven tools to provide a neat, clean edge for joining new pavement and sidewalks as shown on the Plans. Ragged, uneven edges shall not be accepted. Areas which have been broken or undetermined shall be edged neatly with a minimum disturbance to remaining pavement or sidewalks.

Sawcut surfaces shall be sprayed or painted with a uniform thin coat of RS-1 asphalt emulsion immediately before placement of bituminous concrete material against the surface.

No separate payment will be made for sawcutting required for installation of drainage, and water pipe trenches, structures, conduit trench, and permanent utility trenches, but all costs in connection therewith shall be included in the unit price bid for applicable items.

## SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS

(Supplementing Subsection 850.21 and 850.61)

Safety controls for construction operations shall be done in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), the Traffic Management Plan, and the following:

The providing of safety controls for construction operations for all locations shall be considered incidental to this contract with the cost for safety controls considered to be included in the unit bid price for those contract items requiring such controls.

Installation, positioning, adjusting, and re-positioning of all devices such as traffic cones, reflectorized drums, high level warning devices, impact attenuators, etc., not otherwise classified and paid for under other items in this contract, is considered incidental and no separate payment will be made.

All safety signing, temporary pavement markings, reflectorized and lighted drums, and all other safety controls used for construction operations shall conform to the NCHRP 350 and the MUTCD, Current Edition, for Street and Highways including all amendments.

#### MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION FILE NUMBER SIGN

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the contractor with no additional compensation other than the contract unit prices.

For this project the Massachusetts Department of Environmental Protection File Number is **065-1370**.

#### ENVIRONMENTAL PERMITTING

If Contractor erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Engineer in writing at least 60 days prior to commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated through the Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the Engineer will not entertain a delay claim due to the time required to modify or obtain the environmental permits.

#### ORDERS OF CONDITIONS

The project is subject to Massachusetts General Laws Chapter 131, section 40, the Massachusetts Wetlands Protection Act (WPA). This project is also subject to Section 401 of the federal Clean Water Act, 33 USC 1341, and Massachusetts Clean Water Act, M.G.L. c 21, § 26-53.

An Order of Conditions under the WPA has been issued for the project by the Salisbury Conservation Commission. The Order of Conditions is considered to be part of this contract and

a copy of the Order of Conditions and all plans/attachments shall be on-site while activities regulated by the Order of Conditions are being performed.

The Contractor's attention is directed to the fact that special conditions and other requirements are associated with the Order of Conditions. It is the Contractor's responsibility to be aware of and comply with these conditions and requirements and plan his/her work and schedule accordingly. **The Contractor is hereby notified that he/she will be responsible and held accountable for performing any/all work necessary to satisfy and comply with the entire Order of Conditions.** Notably, the contractor will be responsible for erosion control inspections and written status reports in accordance with Special Conditions 35 and 36.

The Order of Conditions is contained in Appendix A. The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the Order of Conditions, as payment for the work shall be included in the various bid items.

The Order of Conditions also serves as the Section 401 Water Quality Certification under section 401 of the Federal Clean Water Act.

#### ARMY CORPS OF ENGINEERS PERMIT

Work under this project is subject to Section 404 of the Federal Clean Water Act, 33 U.S.C. 1251 et seq and is authorized under the Department of the Army General Permits for Massachusetts (GPs), dated June 2, 2023, which are issued by the New England District of the U.S. Army Corps of Engineers (Corps). Activities subject to the GPs qualify for Self-Verification provided that 1) the activity meets the terms and conditions of applicable GPs and General Conditions (GCs), and 2) a Self-Verification Notification Form (SVNF) is submitted to the Corps. An SVNF listing the applicable GPs (GP-2) for the work under this project was submitted to the Corps. The GPs are to be considered part of this contract and a copy of the entire GPs document, SVNF authorization and all associated plans/attachments shall be on-site while activities regulated by the GPs are being performed.

The Army Corps of Engineers Self-Verification Notification and the General Permits are contained herein as Appendix B.

**The Contractor is hereby notified that he/she will be responsible and held accountable for performing any/all work necessary to satisfy and comply with the entire GPs document and the Special Conditions.** The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the GPs and special conditions, as payment for the work shall be included in the various bid items, unless specified elsewhere. This work may include, but is not limited to, the following: the hiring and paying for the services of a Professional Biologist, Botanist, Wetland Scientist, Engineer, Landscape Architect, etc.; preparation and submission of as-built plans; wetland flagging; wetland replication monitoring reports, etc.



## **NORTHERN LONG-EARED BAT PROTECTION**

The U.S. Fish and Wildlife Service (USFWS) has listed the northern long-eared bat (NLEB) as endangered under the Endangered Species Act (ESA) and the following requirements exist to protect the bat and its habitat. This project has been consulted with the USFWS through the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and Federal Transit Administration (FTA) Programmatic Biological Opinion for Transportation Projects in the Range of the Indiana Bat and Northern Long-Eared Bat revised February 5, 2018.

The project is eligible for a May Affect, Not Likely to Adversely Affect (NLAA) determination, with Avoidance and Minimizations Measures (AMMs), in accordance with the FHWA, FRA and FTA Range-wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat. On behalf of the US Army Corps of Engineers, the lead federal agency for Section 7 consultation, BETA submitted a Programmatic Consultation for Transportation Projects affecting NLEB or Indiana Bat to the USFWS through the Information for Planning and Consultation (IPaC) webpage and generated a NLAA documentation letter (see **Document USFWS NLAA**). Therefore, the project has completed Section 7 consultation through the Endangered Species Act, and the AMMs listed below.

### **General AMM**

- The Contractor shall ensure all personnel working in on the project site are aware of all environmental commitments related to NLEB, including all applicable AMMs. NLEB Bat information (<https://www.fws.gov/midwest/endangered/mammals/nleb>) shall be made available to all personnel.

### **Tree Removal AMMs**

- Modify all phases/aspects of the project (e.g., temporary work areas, alignments) to the extent practicable to avoid tree removal in excess of what is required to implement the project safely.
- Apply time of year (TOY) restrictions for tree removal when bats are not likely to be present. TOY restrictions for tree removal on this project are June 1st and July 31st of any year (ie. No removal should occur between June 1<sup>st</sup> and July 31<sup>st</sup> of any year).
- Ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).
- If additional cutting is proposed by the Contractor that is outside the scope of this contract, additional review is required by the Engineer, and additional review and restrictions may be required by the USFWS.

## **PIGEON WASTE**

The Contractor shall remove and disposal of the pigeon waste and any other debris accumulated on the steel members and bridge seats in areas where work is being performed. Pigeon waste and debris material contaminates will require special handling and disposal in accordance with all Federal, state, and local requirements. No separate payment shall be made for removal, special handling and proper disposal of pigeon waste and other debris found on Bridge components.

### **EMERALD ASH BORER ADVISORY**

To the extent possible, all trees and brush shall be disposed 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, for approval by Engineer, proposed location for disposal. Disposal shall be in city or town of project, or at minimum, within county, of construction operations.

**END OF SECTION**

## SECTION 02550

### SPECIAL PROVISIONS CONSTRUCTION SPECIFICATIONS

#### ITEMS

All Items of work in this Contract shall be governed by the Commonwealth of Massachusetts Department of Transportation *Standard Specifications for Highways and Bridges* dated 2025, and the *Supplemental Specifications* dated March 31, 2025.

The following items reflect special conditions particular to this Project. As such, they amend and/or supplement the provisions governing the Item, as described in the Standard Specifications.

#### ITEM 120.1

#### UNCLASSIFIED EXCAVATION

#### CUBIC YARD

The work to be done under this Item shall consist of removing and disposing in accordance with the relevant provisions of Section 120, all the materials obstructing the execution of required work, as shown on the plans and as directed, except for those materials for which payment is made inclusive with work specified to be performed under other items of this Contract.

The work under this Item shall include all excavation, not otherwise included for payment under other items of this contract, including, but is not limited to, the removal and disposal, if necessary, of the following: buried foundations, all trees & shrub removal, tree stumps and roots, stones, ledge, rip rap, curbing, concrete slabs, reinforced concrete, rock, pipe, granite, cobblestones, muck, fencing and posts, not otherwise paid for under other Items of this contract.

The excavating and stacking of excess topsoil/spoils to be reused and spread is included under this item.

Work under this Item shall also include excavation of bituminous concrete pavement at limits of resurfacing and reconstruction; box widening, and at curb lines in areas of resurfacing. Edges of excavation made in existing pavements shall be squared by saw cutting with power driven tools to provide a neat, clean edge for joining new pavement as shown on the Plans. Ragged, uneven edges shall not be accepted. Pavement areas that have been broken or undermined shall be edged neatly with a minimum disturbance to remaining pavement. Payment for this saw-cutting work shall be paid for under the paving items.

Before starting any excavation, the Contractor shall become familiar with the area and verify all utilities and other sub-surface features in the project area to make sure that the excavation will not unnecessarily disturb or damage such features. They will coordinate their construction activities with the owners of such features and obtain approval or permits, if necessary, prior to starting the excavation. Any damage done to sub-surface features during the construction process will be the responsibility of the Contractor and will be repaired by the Contractor at his own expense. If the owner so wishes, they will repair the damage themselves and bill the Contractor for his expenses.

When working next to existing retaining walls or structure, the Contractor shall exercise extreme caution not to disturb existing walls or structure. If existing walls or structure are disturbed, they shall be reconstructed at the Contractor's expense to thoroughly match the existing in color, texture, material and workmanship.

Payment under this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, tools, saw-cutting, and equipment necessary to complete the excavation and disposal of unwanted or surplus material, not cover by other items of this contract.

**ITEM 230.15****15 INCH CORRUGATED METAL PIPE****FEET**

Work under this Item shall conform to the standard specification section 230 provisions and the following:

Work under this item shall include rebuilding the end of an existing 15" corrugated metal pipe at Station 12+00 RT+/- . Replacement piece shall match existing pipe and include coupling to attach to the existing pipe. Removal and disposal of any deteriorated pieces of the existing pipe shall be considered incidental to this Item.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Method of measurement and payment shall be by length feet of corrugated metal pipe installed. Any materials and equipment necessary for the rebuilding of the pipe, such as backfilling of pipe and coupling for attachment to existing pipe shall be considered incidental to this Item.

**ITEM 250.01****1.5 INCH POLYVINYL CHLORIDE  
SANITARY SEWER PIPE****FEET**

Work under this Item shall conform to the standard specification section 230 provisions and the following:

The 1.5 inch sewer force main shall be cut and capped as shown on the plans and new 1.5 inch sewer force main connected to the existing.

The new force main pipe is to be a Polyvinyl Chloride (PVC) pressure pipe and shall conform to the requirements of ASTM D2241 for Class 200, SDR 21 pipe. Pipe to be manufactured from clean, virgin, approved Class 12454 compounds, conforming to ASTM D1784, with an established hydrostatic design minimum of 2,000 psi for water at 73 degrees F. Pipe shall be furnished in maximum 20 foot laying lengths with integral bell joints formed so as to contain a rubber sealing gasket.

Joints to be Push-on bell and spigot conforming to the requirement of ASTM D3139.

Fittings for use with polyvinyl chloride (PVC) pressure pipe shall be push on joint, conforming to ASTM D3139. Fittings shall be of a pressure classification at least equal to that of the piping with which they are to be used. Fittings related to low pressure sewer structures shall be as detailed on the Drawings.

Gasket composition and texture which is resistant to common ingredients of sewage and industrial wastes, including oils and groundwater, and which will endure permanently under the conditions of the proposed use.

All pipe shall be properly marked by the manufacturer in accordance with ASTM D2241. Markings shall be spaced at intervals of not more than five feet and shall include the following:

- Nominal pipe size
- Type of material with designation code
- Pipe diameter to wall thickness ratio
- ASTM designation with which pipe complies
- Manufacturer's name or trademark and code

No defective pipe or fittings shall be laid or placed in the piping, and any piece discovered to be defective after having been laid or placed shall be removed and replaced by a sound and satisfactory piece. Each pipe shall be handled into its position in the trench only in such a manner, and by means as acceptable to the Engineer. Care shall be taken to avoid damaging the pipe fittings. Each pipe and fitting shall be cleared of all debris, dirt, etc., before being laid and shall be kept clean until accepted in the complete work. In buried pipelines, each pipe shall have a firm bearing along its entire length. Except as otherwise indicated on the drawings, the pipe shall be supported by compacted screened gravel. No pipe or fitting shall be permanently supported on saddles, blocking, or stones. Screened gravel shall be in accordance with SECTION 150.

Suitable bell holes shall be provided, so that after placement, only the barrel of the pipe receives bearing pressure from the supporting material. If cutting is necessary the pipe shall be cut by means of a conventional hand or power saw or an acceptable pipe cutter in accordance with the

recommendations of the manufacturer. All field cut ends shall be square and beveled to duplicate the machining of the factory ends as closely as possible in accordance with the recommendations of the manufacturer.

Provide restraint measures as required to keep joints from separating under working and test pressure.

Before any joint is made, the previously installed unit shall be checked to assure that a close joint with the adjoining unit has been maintained and that the inverts are matched and conform to the required grade. The pipe shall not be driven down to the required grade by striking it with a shovel handle, timber or other unyielding object. All joint surfaces shall be cleaned. Immediately before jointing the pipe, the bell or groove shall be lubricated in accordance with the manufacturer's recommendation. Each pipe unit shall be then carefully pushed into place without damage to pipe or gasket. Suitable devices shall be used to force the pipe units together so that they will fit with a minimum open recess inside and outside and have tightly sealed joints. Care shall be taken not to use such force as to wedge apart and split the bell or spigot ends. Joints shall not be "pulled" or "cramped" unless permitted by the Engineer. Where any two pipe units do not fit each other closely enough to enable them to be properly jointed, they shall be removed and replaced with suitable units and new gaskets. Details of gasket installation and joint assembly shall follow the directions of the manufacturer, all subject to review by the Engineer. After each pipe has been properly placed, enough gravel shall be placed between the pipe and the sides of the trench, and thoroughly compacted, to hold the pipe in correct alignment. Bell holes (depressions), provided for jointing, shall be filled with screened gravel and compacted, and then screened gravel shall be placed and compacted to complete the pipe bedding, as indicated on the Drawings. Take all necessary precautions to prevent flotation of the pipe in the trench. At all times pipe installation is not in progress, the open ends of the pipe shall be closed with temporary watertight plugs, or by other acceptable means. If water is in the trench when work is to be resumed, the plug shall not be removed until suitable provisions have been made to prevent water, earth, or other substances from entering the pipe. Pipelines shall not be used as conductors for trench drainage during construction. Except as otherwise directed, all pipelines shall be given combined pressure and leakage tests in sections of suitable length.

Furnish and install suitable temporary testing plugs or caps; all necessary pressure pumps, pipe connections, meters, gages, relief valves, and other necessary equipment: and all labor required.

Subject to the permission of the Engineer and provided that the tests are made with a reasonable time considering the progress of the project as a whole, and the need to put the section into service, the Contractor may make the tests when he desires. Fill the section of pipe to be tested with water of acceptable quality. All air shall be expelled from the pipe. If blowoffs are not available at high points for releasing air then make the necessary taps at such points. Plug said holes after completion of the test. The section under test shall be maintained full of water for a period of 24 hours prior to the combined pressure and leakage test being applied. The pressure and leakage test shall consist of first raising the water pressure (based on the elevation of the lowest point of the section under test and corrected to the gage location) to a pressure in pounds per square inch numerically equal to the pressure rating of the pipe but not to exceed 160 psi. Care shall be taken not to apply this pressure to items of equipment known to be incapable of withstanding such pressure. If specified pressure cannot achieve and maintained for a period of one hour with no additional pumping, the section shall be considered as having failed to pass the test. If the section

fails to pass the pressure and leakage test, locate, uncover, and repair or replace the defective pipe, fitting, or joint, all at the Contractors expense and without extension of time for completion of the work. Additional tests and repairs shall be made until the section passes the specified test and is considered acceptable by the Engineer. If, in the judgment of the Engineer, it is impracticable to follow the foregoing procedure exactly for any reason, modifications in the procedure may be made as required and permitted by the Engineer, but in any event the Contractor shall be fully responsible for the ultimate tightness of the line within the above leakage and pressure requirements.

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Measurement and payment for PVC sewer pipe shall be based on the unit bid price per foot. Payment shall include all materials, labor, tools and equipment to remove or sawcut the existing pavement (where necessary), excavate the trench including support of excavation, provide trench drainage (pumping), lay and joint the pipe, cut the pipe to meet required lengths, install pipe fittings, screened gravel bedding, and any other necessary materials, safeguard and protect other utilities, cut and cap existing sewer pipes, connect the sewer pipe to existing sewer pipes, backfill with gravel, grade, compact the trench, dispose of surplus or unacceptable spoil, maintain the backfilled trench.

Payment for sewer pipe items shall include all pressure and leakage testing required under the contract including all phases thereof and any retesting, which is required by the specifications.



<b><u>ITEM 450.23</u></b>	<b><u>SUPERPAVE SURFACE COURSE – 12.5 (SSC - 12.5)</u></b>	<b><u>TON</u></b>
<b><u>ITEM 450.31</u></b>	<b><u>SUPERPAVE INTERMEDIATE COURSE – 12.5 (SIC – 12.5)</u></b>	<b><u>TON</u></b>

Work under these items shall conform to the Standard Specifications Section 450, and the following:

Each course shall be constructed to the depth, typical section, or elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

The Contractor shall plan the paving operation to meet the proposed finish grades shown on the plans. He shall coordinate his depth of milling and overlay operations, such as to meet these finish grades.

Street sweeping shall be performed by a mechanical street sweeper vehicle to clear the paved surface of all debris, to the extent as determined by the Engineer. There shall be no separate payment for street sweeping. Payment for such work shall be included in the various contract items.

The timing of the street sweeping operation should be such that the road remains sufficiently clean between the completion of the sweeping and the start of any repaving. Should the Engineer decide that the road surface requires additional sweeping, no additional compensation shall be offered the Contractor to complete this process.

No additional compensation will be allowed when street sweeping operations are used as a means of clearing off and/or exposing areas of pavement covered with vegetation or debris.

All material collected from the street sweeping process shall be disposed of by the Contractor outside and away from the limits of the project with no additional measurement or payment to be made.

Tack coat and sand shall be applied to all joints composed of hot mix asphalt immediately after paving or as directed by the Engineer. Tack coat and sand, when applied to joints in accordance with subsection 450.43, shall be considered incidental to these items with no additional measurement or payment to be made.

All final exposed joints shall be entirely coated with hot poured rubberized asphalt sealer. The application will deliver sufficient sealant to effectively bond and seal transverse and longitudinal joints. Any areas on joints without sufficient hot rubber material will require either re-application or localized handwork as directed by the Engineer. Hot Poured Rubberized Asphalt Sealer shall be placed at paving joints and considered incidental to these items with no additional measurement or payment to be made.

It should be noted that roads could require several lifts of leveling material in order to eliminate water problems in low spots prior to placing the top course of hot mix asphalt.

Paper joints shall be used when the road is not completed in its entirety. The joint shall be underlain with tarpaper and hot mix asphalt shall be placed on top next to the existing pavement. No joints shall be left at intersections of roadways. Special care should be taken to leave any joints no less

than twenty feet away from all radius points at intersections or as directed by the Engineer. Side street aprons shall be paved in the same pass as the road itself.

Payment under these Items shall be at the Contract Unit Price bid per Ton and include all necessary work to prepare the pavement surface, including street sweeping, sawcutting, and all labor, materials, equipment and incidental costs required to complete the work. Tonnage shall be determined by weight slips submitted to the Engineer. Where weight slips are unavailable, the inch per square yard method shall determine tonnage (inches of specified thickness, multiplied by square yard unit measurement, multiplied by the volume to weight conversion factor of 0.056 tons/inch/square yard). This calculation method shall also be used to confirm tonnage used.

Temporary patch for utility trenches shall be paid under Item 472.

**ITEM 472****TEMPORARY ASPHALT PATCHING****TON**

Work under this Item shall conform to the relevant provisions of the Standard Specifications, the Material Specification for sub section 472 and the following:

Work will include temporary trench repair in areas to be milled and overlaid (where not otherwise included under other items), miscellaneous patching, utility trench patching and other uses as may be directed by the Engineer. Hot mix asphalt for miscellaneous work shall also be used to provide temporary access and egress to properties abutting the work area, as determined by the Engineer. The Contractor is advised that this is material which will be spread primarily by hand.

No additional compensation will be made for cutting existing pavement in order to provide a clean match line. No payment will be made for roadway patching done outside the excavation pay limits as detailed on the plans. The subsequent removal of this material, if directed by the Engineer, shall also be included in this Item.

Asphalt mixtures for temporary work shall be placed only upon the direction of the Engineer.

Tonnage shall be determined by weight slips submitted to the Engineer. Where weight slips are unavailable, the inch per square yard method shall determine tonnage (inches of approved thickness, multiplied by square yard unit measurement, multiplied by the volume to weight conversion factor of 0.056 tons/inch/square yard). This calculation method shall also be used to confirm tonnage used.

Compensation for this Item shall be at the Contract Unit Price per Ton, which price shall include all labor, materials, equipment for surface preparation, placement, maintenance and removal, and incidental costs necessary to complete the work to the satisfaction of the Engineer.

The Contractor shall be required to maintain areas of temporary pavement in reasonable repair, as determined by the Engineer, and not be compensated for additional materials, labor and incidentals required to do so.

**ITEM 506.****GRANITE CURB TYPE VB - STRAIGHT****FEET**

Work under this Item shall conform to the standard specification section 500 provisions and the following:

Work under this item shall include Granite Transition Curbs. Granite transition curbs shall be 6 ft in length and be used to transition off the bridge from 6-inch reveal at the bridge to no reveal off the bridge to match the pavement.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Method of measurement and payment shall be by length feet of Granite Curb installed including length of any transition curbs.

**ITEM 620.13****GUARDRAIL , TL-3 (SINGLE FACED)****FEET**

Work under this Item shall conform to the relevant provisions of Section 601 and the following:

Guardrail under this item shall be three beam on the southwest corner of the bridge connecting to the curved three beam guardrail and the nested three beam guardrail that is over the bridge.

Guardrail for this item shall be W-beam on the northwest corner of the bridge connected to Transition to Three Beam (Item 628.25) and connecting to the Guardrail Tangent End Treatment, TL-3 (Item 627.83).

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

This Item shall include all material, equipment, and labor necessary to install the Guardrail —, TL-3 (Single Faced) whether it be three beam or W-beam. This item shall be paid per unit Feet.

**ITEM 620.33****GUARDRAIL – CURVED, TL-3 (SINGLE FACED)****FEET**

Work under this Item shall conform to the relevant provisions of Section 601 and the following:

Guardrail under this item shall be three beam and include a Guardrail Terminal End Treatment three beam. The Terminal End Treatment shall be a Three Beam rounded end unit. There is a rounded end unit detail shown in MassDOT std. dwg. detail 400.4.1. This detail shall be revised for three beam.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

This Item shall include all material, equipment, and labor necessary to install the Guardrail – Curved, TL-3 (Single Faced) three beam with three beam rounded end unit terminal end treatment. Item shall be paid per unit feet.

**ITEM 657.****TEMPORARY FENCE****FOOT**

The work under this Item shall conform to the relevant provisions of Section 644 of the Standard Specifications and supplemented by the following:

Work under this item shall include furnishing, installing, removing and resetting and, subsequently, removing a chain link fence located around the work area, river, staging area and/or field office as necessary for safety and security. The Contractor will be responsible for providing an acceptable method for the installation of the fence that will provide for the safety and security for which it is intended.

Fence gates for access/egress shall be furnished, installed and maintained by the Contractor, and shall be included in the unit cost. All posts including end, gate, corner and intermediate brace posts shall be included in the unit cost. The fencing height shall be 6 feet minimum from ground level. Material need not be new, but shall not be deteriorated, nor in any way jeopardize the security purposes intended. All fencing shall meet the approval of the Engineer.

The Contractor shall be responsible for maintenance of the temporary fence, and shall be responsible and cognizant that it remains secure, and that the area is sealed off at all times to the general public. It may be necessary to remove and reset sections of temporary fence at times to conform to current stage construction.

Fence fabric shall be placed on the face of the post away from the work area. A top tension wire, rather than a pipe top rail, shall be used. The top edge of the fabric shall be finished with a "Knuckled" selvage. The fence shall not be removed until the bridge work is complete and safe pedestrian passage is provided. No additional compensation will be paid for resetting and removing the temporary fence.

**MEASUREMENT AND PAYMENT**

Measurement and Payment for Item 657., Temporary Fence will be paid at the Contract unit per FOOT, which price shall include all equipment, material, labor and tools necessary for a complete installation including foundations, if required, removing and resetting for each construction stage, and final removal of fence, all components of fence and foundations as described above and/or as directed by the Engineer. No payment shall be made for the replacement and/or restoration of fence damaged due to construction accidents, vandalism and/or any other manner, but shall be provided by the Contractor without additional compensation.

**ITEM 690.**        **STONE MASONRY WALL REMOVED AND REBUILT**    **CUBIC YARD**  
   **IN CEMENT MORTAR**

The work under this Item shall conform to the relevant provisions of Section 690 of the Standard Specifications and the following.

The work under this Item is for the work to remove and rebuild a portion of the existing retaining wall alongside the brook adjacent to the southeast corner of the bridge.

Stones from this retaining wall shall be stored separately from the stones removed from the bridge abutments and wingwalls. Stones that are damaged by the Contractor's operations shall be replaced with stones of similar size, color, and shape at the Contractor's own expense.

The facing stones of the rebuilt wall shall be laid in a pattern to match the pattern of the existing stones and the pattern of the remainder of the wall that is not being removed and rebuilt.

Only stone originally from this wall shall be used to rebuild the wall, with the exception that if there is insufficient quantity of suitable stones to rebuild the wall then stones from an outside source shall be used to supplement the existing stones. These supplemental stones shall be used behind the facing stones of the wall. If there is an insufficient quantity of original stones suitable to use as facing stones for the wall, then stones from an outside source may be used, but they shall match the size, color, texture, and character of the existing stones to the maximum extent possible. Samples of the proposed stones shall be submitted to the Engineer for approval. There will be no extra payment for supplemental stones.

**METHOD OF MEASUREMENT**

Stone Masonry Walls, Removed and Rebuilt as specified herein will be measured by the cubic yard and pay quantity actually laid and approved.

**BASIS OF PAYMENT**

Stone Masonry Walls, Removed and Rebuilt will be paid for at the contract unit price per cubic yard for the kind of wall removed and rebuilt, complete in place, which price shall include all equipment, material, labor, support of excavation, backfill and compaction, and tools necessary for a complete installation.



**ITEM 697.2****FLOATING SILT FENCE****FEET**

Work under this item shall consist of furnishing, installing, maintaining, removing and resetting, and final removal of temporary floating silt fence in accordance with the Plans, Special Provisions, and/or the direction of the Engineer.

Floating silt fence shall be used to contain coarse sediment and create a settling area around work activities within Small Pox Brook.

Floating silt fence shall consist of permeable woven filter fabric capable of retaining 75% of suspended solids. The contractor shall submit to the Engineer, for review and approval, a one square meter sample of fabric to be used, together with technical data. The Engineer reserves the right to reject and fabric deemed unsatisfactory for the specific use. The silt fence shall be securely attached to the floatation boom with a continuous weight placed the entire length of the floating silt fence to maintain the floating silt fence in a vertical submerged position. Anchors shall be placed at the ends of the floating silt fence, and intermediate locations if necessary, to hold the floating silt fence securely in place.

The floating silt fence shall be installed before construction begins in locations shown on the Plans, as described in the Special Provisions, and/or as directed by the Engineer. The Contractor shall inspect the floating silt fence at least weekly, and more often if necessary, to assure continuous effectiveness and shall maintain the floating silt fence in a functional condition at all times. All deficiencies shall be immediately corrected by the Contractor at no additional compensation. The floating silt fence shall not be removed until all construction operations are completed. Removal of the floating silt fence shall be in an appropriate manner to ensure that the sediment is not dispersed into Small Pox Brook.

**MEASUREMENT AND PAYMENT**

Measurement for this Item will be by the foot used. Removed and reset shall not be counted in the measurement. Payment for this Item shall be per FEET, which shall include all labor, materials, equipment, tools, and incidentals to carry out the work.

Payment shall be full compensation for furnishing, installing, maintaining, replacing (if necessary), removing and resetting, and removing and disposing of the floating silt fence when no longer needed. Payment includes all instances of removing and resetting for the various work activities, regardless of the number of instances such removing and resetting may be required.

**ITEM 698.4****GEOTEXTILE FABRIC  
FOR PERMANENT EROSION CONTROL****SQUARE YARD**

All work shall be done in conformance with the applicable sections of the Standard Specifications.

Geotextile Fabric shall conform to requirements of AASHTO M 288 and shall be listed on MassDOT's Qualified Construction Materials List. Geotextile for Permanent Erosion Control shall be used under modified rock fill at end of paved waterway, including two feet of overlapping width. If geotextile fabric requires anchor pins, they shall be included under this item.

**BASIS OF PAYMENT**

Compensation will be at the contract unit price bid per square yard and shall include the fabric, all labor, tools, materials, and any necessary incidental items to provide complete in place installation. No additional payment will be made for overlapping of fabric. Geotextile which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Town.

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

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

Twelve-inch diameter (after installation) compost filter tubes 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;

- Straw tubes/wattles which shall be trenched
- Straw bales which shall be trenched

Additional barriers (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

Where specified or required by permits, silt fence shall be used in addition to compost filter tubes or straw bales and shall be incidental to the item.

### **MATERIALS AND CONSTRUCTION**

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

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

#### **Compost Filter Tube**

Compost material inside the filter tube shall meet M1.06.0, except for the following: no 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 a knitted mesh with 1/8 - 3/8" openings and made of 100% biodegradable materials (i.e., cotton, hemp or jute).

Compost filter tubes shall be a minimum of 12 inches in diameter installed. Tubes shall be placed, filled, and staked in place as required to ensure stability against water flows. All tubes shall be tamped, but not trenched, to ensure good contact with soil.

Where reinforcement is necessary, additional tubes shall be installed as shown on the plans.

#### Straw Bales

Straw bales shall conform to the requirements of Section M6.04.3 of the Standard Specifications and the following:

Bales should be a minimum size of 12 x 16 x 36 inches and shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another.

The bales shall be trenched and backfilled. The trench shall be excavated the width of the bale and the length of the proposed barrier to a depth of 4 inches. After the bales are staked the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

#### Straw Wattle

Straw wattle shall be a minimum of 12 inches in diameter. Straw filling shall conform to the requirements of Section M6.04.3, shall be encased in durable netting, and shall have a density of 3 lb/foot.

Straw wattle shall be trenched in 3 inches deep and staked according to the plans. The wattles shall be sufficiently secure on the upstream side to prevent water flowing underneath the wattle.

#### Silt Fence

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

Silt fence shall be used when specified by Orders of Condition or other permitting.

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 driven 16 inches into the ground on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

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

#### Stakes

Stakes for anchoring Compost Filter Tubes, Straw Wattles, and Straw Bales shall be as shown on the plans and shall be a minimum of 1x1 inch diameter x 4 feet hardwood stakes.

When used with Silt Fence, stakes for Compost Filter Tubes shall be driven 12 inches into the ground, Stakes for Straw Bales shall be driven 16 inches into the ground.

Stakes of other material of equivalent strength may be used if approved by the Engineer.

## MAINTENANCE

Maintenance of Sediment Control Barriers shall be per Section 670.40 of the Standard Supplemental Specifications or per the Stormwater Pollution Prevention Plan (SWPPP).

The contractor shall inspect the sediment barrier after each rain event and as specified in relevant permits to ensure that they are working effectively and as intended. Contractor shall be responsible for ensuring that an effective barrier is in place for all phases of the contract.

Barriers that decompose naturally due to weatherization over time 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 water and sediment control, barrier does not necessarily require replacement.

## DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed when construction work is complete and when site conditions are sufficiently stable to prevent surface erosion and after receiving permission to do so from the Engineer.

For all instances, all non-biodegradable material, including photo-biodegradable fabric, plastic netting, nylon twine, and silt fence, shall be removed and disposed off-site by the Contractor regardless of site context.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. Compost filter tubes may be left as they are with stakes removed. Straw bales shall be broken down and spread evenly. All nylon or non-biodegradable twine shall be removed along with silt fence. Wooden stakes may be left on site, placed neatly and discretely.

In urban, residential, and other locations where aesthetics is a concern, the following shall apply:

- Filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (similar to a soil amendment or mulch). Not 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 grasses (i.e., lawn or native grass mix).
- Silt fence, stakes, and other debris shall be removed and disposed off-site. Site shall look neat and clean upon completion.

## METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Silt fence, when used in conjunction with compost filter tubes or straw bales, will 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 867.104**

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

**FOOT**

The work to be done under this Item shall consist of the placement of reflectORIZED thermoplastic lines, in accordance with the relevant provisions of Section 860 and M7.01.

Markings shall be provided as shown on the plans.

Payment for four inch lines shall be made at the Contract Unit Price bid per Foot.

**ITEM 983.****DUMPED RIPRAP****TON**

Description, Materials, and Construction Methods shall all be in accordance with the relevant provisions of Section 983 of the Standard Specifications and the following:

Riprap shall conform to the requirements of M2.02.1 of the Materials Specifications. Riprap shall be carefully placed to the depth, contours, and grades as shown on the plans.

If requested by the Contractor and approved by the Engineer, Dumped Riprap, M2.02.2, can be substituted in specific areas of embankment stabilization.

In the placement of dumped riprap, the Contractor shall ensure that no damage occurs to surrounding structure. Any damage caused by the placement of dumped riprap, as determined by the Engineer, shall be repaired at the contractor's expense.

In some areas, dumped riprap may not be possible. It is the Contractor's responsibility to determine those areas and include it in the price. Where dumping is not possible, hand placement of the riprap will be required. Hand placement of riprap, as required, shall be included in the Contractor's bid price and no further compensation will be allowed.

The riprap will be placed in accordance with the relevant provisions of Section 983. After the riprap has been placed, gravel will be used to pack any voids that are present. The riprap and gravel will provide a graded surface area. Gravel required to build embankments and prepare the area for riprap shall conform to Item 151, Gravel Borrow and all costs associated with the material and placement of the material shall be considered incidental to this Item.

**Construction Methods**

Riprap shall have an average thickness of three feet.

1. There is existing riprap at all four corners of the bridge. The existing riprap within the limits of the proposed Riprap shall be carefully removed and stockpiled for reuse. Existing riprap which is outside the limits of proposed riprap shall remain undisturbed. Proposed Riprap shall be installed to the limits shown on the plans using existing riprap and supplemented as follows:
2. Revetment along the breastwalls shall be supplemented with M2.02.1 – Rockfill as needed to meet the limits shown on the plans. Revetment in these locations shall have an average minimum thickness of 36-inches.
3. Revetment within the channel shall be supplemented with M2.02.2 – Dumped Riprap as needed to meet the limits shown on the plans.
4. Revetment slope shall be no greater than 1.5:1 (run:rise).

All new material required to install riprap to the limits shown on the plans is considered incidental to this Item. Stones obtained from the substructure demolition can be reused as riprap as applicable. Stones obtained from the substructure excavation which cannot be used as riprap shall be removed from the site in accordance with Item 115.1.

**COMPENSATION**

Riprap will be measured and paid for at the Contract unit price per Ton, complete in place, which price shall include all labor, materials, equipment, transportation, and incidental costs necessary to complete the work as described herein and as required by the specifications.



**ITEM 983.12****CONCRETE GROUT FILLED FABRIC BAGS****CUBIC FOOT**

Work to be done under this Item shall conform to the relevant provisions of the Standard Specifications and the following.

This work shall consist of the furnishing and underwater installation of custom fitted fabric tubes or bags, and pumping concrete grout into these fabric tubes or bags at the specified locations and in accordance with the lines, grades, design and dimensions shown on the contract drawings and as specified herein, and as directed by the Engineer.

**MATERIALS**

Fabric Forms: The fabric forms shall be composed of synthetic yarns formed into a woven fabric. Yarns used in the manufacture of the fabric shall be composed of at least 85% by weight of polyamide. Forms shall be woven with a minimum of 50% textured yarns (by weight) to improve adhesion to fine aggregate concrete and to improve filtration. They shall be formed into a network such that the yarns retain dimensional stability relative to each other, including selvages. Each layer of fabric shall conform to the physical, mechanical and hydraulic requirements shown below. The fabric forms shall be free of defects or flaws which significantly affect their physical, mechanical, or hydraulic properties.

Fabric form material shall consist of two layers of woven fabric sewn together. When filled with fine aggregate concrete they shall form a concrete armor unit with finished average unit dimensions as shown on the plans or as directed by the Engineer.

Specification property requirements – fabric forms<sup>1,2</sup>:

Property	Test Method	Units	Values
Physical:			
Composed of Yarns -Machine -Cross			Polyamide (Nylon) Polyamide (Nylon)
Mass Per Unit Area (double-layer)	ASTM D 5261	g/m <sup>2</sup>	470
Thickness	ASTM D 5199	mm	0.7
Mill Width		m	1.93
Mechanical:			
Wide-Width Strip Tensile Strength -Machine -Cross	ASTM D 4595	kN/m kN/m	33.2 24.5
Elongation at Break -Machine -Cross	ASTM D 4595	% %	20 30
Trapezoidal Tear Strength -Machine -Cross	ASTM D 4533	N N	800 510
Hydraulic:			
Apparent Opening Size (AOS)	ASTM D 4751	mm	0.250
Flow Rate	ASTM D 4491	l/min/m <sup>2</sup>	2035

Notes:

1. Conformance of fabric forms to specification property requirements shall be based on ASTM D 4759, “Practice for Determining the Special Performance of Geotextiles.”
2. All numerical values represent minimum average roll values (i.e., average of test results from any sample roll in a lot shall meet or exceed the minimum values). Lots shall be sampled according to ASTM D 43254, “Practice for Sampling of Geosynthetics for Testing.”

Mill width of fabric rolls shall be a minimum of 6 ft. Each selvage edge of the fabric shall be reinforced for a width of 2 in. by adding a minimum of 15 warp yarns to the selvage construction. Mill width rolls shall be cut to the length required, and two layers of fabric shall be joined, top layer to bottom layer, by means of sewing thread to form the required unit dimensions.

Self-sealing filling valves, suitable for use with fine aggregate concrete, shall be installed at predetermined locations. A minimum of two valves shall be provided for bags more than 20 ft long.

All Seams sewn in the factory shall be not less than 15.7 kN/m when tested in accordance with ASTM D 4884. All sewn seams shall be made using a Type 401 double lock stitch or two rows of single-lock stitch. All double-lock stitches shall be sewn simultaneously and be parallel to each other, spaced between ¼ in to ¾ in apart. Each row of stitching shall consist of 4 to 7 stitches per inch. Thread used for seaming shall exhibit ultraviolet, chemical and biological durability.

The Contractor shall submit, to the Engineer, a manufacturer's certification that the supplied fabric forms meet the criteria of these Specifications, as measured in full accordance with the test methods and the standards referenced herein. The certifications shall include the following information about each fabric form delivered:

- Manufacturer's name and current address;
- Full product name;
- Style and product code number;
- Form number(s);
- Polymer types; and
- Manufacturer's certification statement.

Concrete grout shall consist of a mixture of Portland cement, fine aggregate (sand) and water, so proportioned and mixed as to provide a pump able grout. Grout may be extended with  $\frac{3}{8}$ " as recommended by manufacturer. Grout shall contain an anti-washout admixture designed for underwater applications to produce grout that becomes fluid and flowable when sheared during pumping operations but become dense and highly viscous at rest.. The mix shall exhibit a compressive strength of 3,500 psi at 28 days. The Contractor shall submit in writing to the Engineer a mix design showing the mix proportions and results of two test breaks, performed by an independent testing lab.

## CONSTRUCTION DETAILS

Prior to commencing work, the Contractor shall submit a construction procedure and equipment list to the Engineer, and the Newton and Needham Conservation Commissions for their approval. No work shall begin until this approval is received.

Installation of grout filled bags shall be performed within an area enclosed by floating silt fence.

The grout filled bags shall be placed where shown on the plans or where ordered by the Engineer.

The Contractor shall conduct the grout filling operation in a manner that will prevent the possibility of discharge of grout or cement into the water. Grout injection shall be performed in a manner that will avoid rupture of the fabric forms or the formation of cold joints. A cold joint is defined as one in which the pumping of the fine aggregate concrete into a given form is discontinued or interrupted for an interval of forty-five or more minutes.

The grout filling operation shall be conducted in a manner to ensure that the undermined sections of curtain wall are completely filled.

## METHOD OF MEASUREMENT

Concrete Grout Filled Fabric Bags will be measured as the number of cubic feet of concrete grout actually placed into production and used to fill the fabric bags, complete in place, and approved by the Engineer.

## BASIS OF PAYMENT

The work under this Item will be paid for at the contract unit price per cubic foot, which price shall include full compensation for all labor, materials, and equipment necessary to complete the work.

Payment will be made for the cubic feet of grout introduced into the pumping system even though some of it will be used for delivery purposes and not necessarily incorporated in the work. Stoppages attributed to the Contractor shall be the Contractor's responsibility and the cost of the material required to refill the discharge system shall be borne by the Contractor.

Work under this Item shall conform to the relevant provisions of Sections 7.02 and 140 of the Standard Specifications, all applicable environmental regulations and permits, and the following:

The work to be performed under this Item shall include all work necessary for the control of water to remove and reset the east and west breastwalls, repoint the joints, partially rebuild the southeast stone wall, repairing the CMP, and place riprap in the dry, to the limits shown on the Plans and as specified herein. The work shall include designing, furnishing, installing, maintaining, operating, and removing temporary dewatering systems as required, to lower and control water levels. Work also includes properly disposing of pumped water, constructing, maintaining, observing, and removing of equipment and instrumentation for control of the system. Water shall be discharged as specified in the environmental permits obtained for this project. No direct discharge shall be allowed into Small Pox Brook during the dewatering operations.

It is the responsibility of the Contractor to determine the need and extent of dewatering required, sedimentation and dewatering techniques and controls and submit method and materials he/she proposes to use for approval by the Engineer.

The Contractor is cautioned that flow rates in the river can increase substantially during and after storm events. The flow diversion and bypass pumping operations shall include contingencies for accommodating the increased flow during such events. The Contractor is responsible for determining all geotechnical criteria, lateral earth pressures, and hydrostatic pressures associated with the water control structures. Additional lateral earth pressures due to surcharges caused by equipment operation and/or material storage near the water control structures shall be considered and incorporated into the design.

Plans and calculations for the water control measures shall be developed by the Contractor for this Item. These plans and calculations shall be prepared and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts and shall be submitted for review and approval prior to the start of construction.

The Contractor shall use such equipment and shall perform the 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 excavated area dry by such means that the water will be prevented from entering the excavations and adversely affecting the stability of the foundation material or supporting soils.

The pumping discharge shall not be allowed to enter directly into the water from the work areas, rather it shall be pumped to a temporary stilling basin or other appropriate treatment or containment device. The criteria that shall be implemented for the control of water must meet the following:

1. The enclosure shall be adequately sized and designed to achieve adequate water quality treatment/sedimentation trapping and prevent overtopping from dewatering and to provide the required filtering or containment.
2. The outlet from the containment structure 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.

3. Impacts from dewatering will be minimized by designing support walls for minimal leakage, covering trucks, barges and stockpiles during rain events and land contouring to limit surface runoff from leaving the dewatering site.
4. There shall be no placement of dewatering equipment within wetland or water resource areas.
5. Dewatered excavated material will be transported to the disposal site in accordance with local, state, and federal regulations.
6. The control of water containment structure shall be maintained as follows:
  - a. Inspect at least twice daily during dewatering operations.
  - b. Repair any damage immediately.
  - c. Clean containment structure daily. Remove any debris immediately.
  - d. Remove sediments when accumulated deposits reach a depth of 6 inches
  - e. Dispose sediments outside of saltwater marsh area limits at a location approved by the Engineer.

The Contractor shall inspect the outlet daily and maintain the erosion controls at the outfall.

Placement of the dewatering stilling structure will be specified in the dewatering plan and will be submitted for approval by the Engineer. Pumping shall be conducted in a manner which will not adversely affect the freshly placed concrete within the excavation.

The Contractor shall provide and maintain 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 shall 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.

#### **BASIS OF PAYMENT**

Payment for work under this Item shall be paid at the contract unit bid price lump sum. Payment for all water control work, including design for the dewatering and treatment operations, used to maintain a water free excavation for construction of the proposed work shall include all labor, tools and equipment materials and installation, piping, pumping, maintenance, subsequent removal of all related materials and equipment all as outlined above; and restoration of site shall be included in the lump sum contract price bid under this Item. This work will include preparation of the Construction Dewatering Plan.

Fifty (50%) percent of the Lump Sum Price Bid for this Item will be paid after the approved installation of the water control system. The final fifty (50%) percent of the Lump Sum Price Bid for this Item will be paid upon the complete removal of the water control system from the project site at the completion of the work.

No separate payment will be made for the removal and disposal of the sediment material collected from the dewatering systems, but all costs in connection therewith shall be included in the Contract unit price bid.

**ITEM 992.1      ALTERATION TO BRIDGE STRUCTURE NO. S-02-010      LUMP SUM**

The work under this Item shall conform to the applicable provisions of Section 995 of the Standard Specifications and the specific requirements stipulated below for the component parts of this Item. For those component parts where no specific requirement is stipulated, the Standard Specifications shall apply except for payment. Work under this Item shall include all materials, equipment, and labor needed for the following:

- Labeling of existing clappered granite deck beams and clappered granite stone breastwalls.
- Removal and resetting of clappered granite deck beams and stones in concrete mortar.

If the work does not include any items listed separately in the proposal. Payment for materials shown on the Plans as being part of the bridge structure or which may be incidental to its construction and are not specifically included for payment under another Item shall be considered incidental to the work performed under this Item and shall be included in the unit price of the component of which they are a part.

**REPOINTING STONE MASONRY MORTAR JOINTS**

The work under this heading shall include the pointing or repointing of stone masonry mortar joints as shown on the Plans and/or as directed by the Engineer.

Pointing or repointing shall be performed at the following locations: the west abutment wall areas not rebuilt, east abutment wall areas not rebuilt, pier, and clapper stones not reset.

Mortar shall be Type S Masonry Mortar 1800 psi (premixed) and conform to ASTM C144. Color shall match the existing mortar.

Submit mortar samples consisting of 1 to 2 in. cubes cast of slightly varying compositions, which will be visually analyzed by the Engineer for color. Upon review of the samples, the Engineer may request additional color samples be submitted for possible use. The type and color of the mortar shall be approved by the Engineer prior to repointing.

All repointing shall be performed by a mason qualified in stonework. All work shall be performed in a first class workmanship manner in conformance to standards of the trade.

The existing mortar in the stone masonry shall be removed and the joint thoroughly cleaned of all loose particles for a minimum depth of twice the width of the joint or 2 in. from the face of the stone whichever is greater.

Mortar shall be dry mixed and water added to reach the desired consistency. No additives will be permitted without the approval of the Engineer. Mortar shall be pre-hydrated by mixing 1 hour before installation, and then re-tempering immediately prior to installation.

Joints shall then be well driven to pack the mortar into the back corners. Joints shall be damp at the time of pointing and filled by layering the mortar in ¼ inch lifts. Each lift shall be thumb-

print hard prior to applying successive lifts. Finished joints shall be tooled to a flat finish even with the face stones.

Keep the repointed mortar joints wet during the time period after finishing the joint and prior to applying wet burlap. All surfaces of the stone masonry shall be covered with wet burlap and left wet for a period of at least three (3) days after completion of any portion.

No stone masonry repointing shall be done on any part of the bridge when there is a frost in the stone or when the air temperature is below 50 degrees Fahrenheit unless approved by the Engineer and the Contractor has on the project and is prepared to use, if and when directed, suitable housing, covering, tarpaulin, etc., and the artificial heating devices which will be necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 50 degrees Fahrenheit for the curing period.

After repointing is complete and the mortar has cured, the exposed stone masonry shall be thoroughly cleaned of any loose materials. The Contractor shall prevent any material debris from entering the waterway at any time.

Refer to the Plans for details of construction.

Before removal operations begin, the Contractor shall submit to the Engineer for approval a list of the equipment to be used and the removal method.

Neither Existing or new mortar shall be allowed to fall to the ground or into the river. Tarps or other protective shielding shall be used to prevent this from happening. Before removal operations begin, the Contractor shall submit to the Engineer for approval his proposed protective shielding method.

## **REMOVE, STORE, REBUILD WEST SPAN AND BREASTWALL**

## **REMOVE, STORE, REBUILD EAST SPAN AND BREASTWALL**

### **DESCRIPTION**

This work shall consist of the removing and rebuilding of the existing clappered granite deck beams and stone breastwalls in accordance with these specifications, and in close conformity with the lines and grades shown on the plans or established by the Engineer.

### **MATERIALS**

The clappered granite shall consist of those in the present structure and its foundation and such new stones as may be required.

Mortar shall meet the requirement of M4.02.15.

### **CONSTRUCTION METHODS**

All clappered granite slabs and blocks from the present deck and breastwalls to be rebuilt shall be



marked per the Plans to facilitate rebuilding the structure. Rebuilt breastwalls and deck slab shall be completed as necessary to provide walls and slabs of uniform appearance and cross-sectional dimensions throughout their length.

At least 30 days prior to the start of construction, the Contractor shall submit a Lifting, Handling, Transportation, and Storage Plan to the Engineer for review and approval. This shall be an independent submittal that includes but is not limited to the following information:

- Lifting locations, equipment, and technical information on lift devices.
- Transportation methods including all block support to and from storage location.
- Proposed layout of clappered granite slabs and blocks for storage and during transportation.
- Support and blocking materials.

Clappered granite slabs and blocks damaged during handling and storage will be repaired or replaced at the Engineer's discretion at the Contractor's expense. All work associated with movement of the granite shall be completed in accordance with proper lifting and handling procedures. Storage areas shall be smooth and well compacted to prevent damage due to differential settlement. Clappered granite slabs and blocks shall be supported on the ground by means of continuous blocking in accordance with the approved Lifting, Handling, Transportation, and Storage Plan. Slabs and blocks shall be loaded on a trailer with blocking as described above, in accordance with the approved Handling Plan. Shock-absorbing cushioning material shall be used at all bearing points during transportation of the clappered granite slabs and blocks. Blocking shall be provided at all locations of tie-down straps.

The clappered granite slabs and blocks shall be laid so as to break joints and in full mortar beds. The mortar joints/beds shall be free of materials such as paint, oil, curing compound, bond breaker, dirt, etc. that will inhibit bonding. All vertical spaces shall be flushed with cement mortar and shall be packed full with spalls. No spalls shall be allowed in the beds – except if the bed requires more than 1 inch of mortar. Weep holes shall be constructed as directed.

### **NESTED THRIE BEAM GUARDRAIL**

The work under this heading shall conform to the applicable provisions of Section 601 of the Standard Specifications and the following:

Nested Thrie Beam Guardrail shall be a modified thrie beam system with a second thrie beam nested to the first and mounted to a reinforced concrete safety curb as shown on the Plans. The post locations shall be field templated to ensure linear alignment of the guardrail.

### **ALTERATION TO BRIDGE STRUCTURE NO S-02-010**

SUB- ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
685.6	Repointing Stone Masonry Mortar Joints	398	SF		

690.5	Remove, Store, Rebuild West Span and Breastwall	1	LS
690.6	Remove, Store, Rebuild East Span and Breastwall	1	LS
904.3	5000 PSI, 3/4 IN., 685 HP Cement Concrete	8	CY
910.1	Steel Reinforcement for Structures – Epoxy Coated	2,900	LB
965.	Membrane Waterproofing for Bridge Decks	191	SF
975.1	Nested Thrie Beam Guardrail	22	FT

**ITEM 999.1****POLICE****ALLOWANCE**

Work under this Item shall consist of furnishing traffic control services required to regulate, control and protect vehicular and pedestrian traffic on existing roadways and pathways which will be affected by the Contractor's operations. Where vehicular and pedestrian traffic is maintained, the work shall be conducted and guarded so that there will be at all times a safe passageway.

The Contractor shall provide such police officers, as may be deemed necessary by the Engineer, for the direction and control of vehicular and pedestrian traffic. Such officers shall wear regulation policemen's uniforms. Only Town of Salisbury Police shall be employed on roadways under control of the Town of Salisbury.

With respect to orders, control, and direction, Town of Salisbury Police shall be under the jurisdiction of the Town of Salisbury Chief of Police.

**METHOD OF MEASUREMENT**

The Contractor shall include in his bid a lump sum allowance of \$5,000 for furnishing of Police. The Contractor must submit certified copies of itemized Bills of Services rendered for review and approval by the Engineer. This lump sum allowance will be adjusted to the actual paid for, authorized, and approved services.

**BASIS OF PAYMENT**

The service to be paid for under Police shall be the actual amount paid by the Contractor to provide satisfactory services as stipulated above. Any allowance for overhead shall be considered to have been included for payment in the prices stipulated in the numbered items of the Proposal.

**END OF SECTION**

## Appendix A

### 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:  
MassDEP File #:065-1370  
eDEP Transaction  
#:1861688  
City/Town:SALISBURY

**A. General Information**

1. Conservation Commission SALISBURY  
2. Issuance a. ☒ OOC b. ☐ Amended OOC

**3. Applicant Details**

a. First Name JAMIE b. Last Name TUCCOLO  
c. Organization TOWN OF SALISBURY PUBLIC WORKS DEPARTMENT  
d. Mailing Address 39 LAFAYETTE ROAD  
e. City/Town SALISBURY f. State MA g. Zip Code 01952

**4. Property Owner**

a. First Name b. Last Name  
c. Organization TOWN OF SALISBURY  
d. Mailing Address 5 BEACH ROAD  
e. City/Town SALISBURY f. State MA g. Zip Code 01952

**5. Project Location**

a. Street Address GERRISH ROAD  
b. City/Town SALISBURY c. Zip Code 01952  
d. Assessors N/A e. Parcel/Lot# N/A  
f. Latitude 42.84987N g. Longitude 70.86466W

**6. Property recorded at the Registry of Deed for:**

a. County	b. Certificate	c. Book	d. Page
	N/A	N/A	N/A

**7. Dates**

a. Date NOI Filed : 12/11/2024 b. Date Public Hearing Closed: 12/18/2024 c. Date Of Issuance: 1/3/2025

**8. Final Approved Plans and Other Documents**

a. Plan Title:	b. Plan Prepared by:	c. Plan Signed/Stamped by:	d. Revised Final Date:	e. Scale:
TOWN OF SALISBURY, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS GERRISH ROAD BRIDGE OVER SMALL POX BROOK BRIDGE REHABILITATION SHEET NO. 1-15	BETA, INC.	PETER J. KOTOWSKI	11/15/2024	AS NOTED

**B. Findings**

**1. Findings pursuant to the Massachusetts Wetlands Protection Act**



**Massachusetts Department of Environmental Protection**

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Following the review of the 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.

Check all that apply:

- |   |  |   |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply  | b. <input checked="" type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution        |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries                 | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Ground Water Supply  | h. <input checked="" type="checkbox"/> Storm Damage Prevention   | i. <input checked="" type="checkbox"/> Flood Control                  |

2. Commission hereby finds the project, as proposed, is:

**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.

**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 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 interests of the Act , 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 310CMR10.02(1)(a).

a. linear feet

**Inland Resource Area Impacts:(For Approvals Only):**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	125 a. linear feet	125 b. linear feet	0 c. linear feet	0 d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input checked="" type="checkbox"/> Land under Waterbodies and Waterways	1011 a. square feet	1011 b. square feet	0 c. square feet	0 d. square feet
	0 e. c/y dredged	 f. c/y dredged		



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7. ☐ **Bordering Land Subject to Flooding**

Cubic Feet Flood Storage

a. square feet	b. square feet	c. square feet	d. square feet
e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet

8. ☐ **Isolated Land Subject to Flooding**

Cubic Feet Flood Storage

a. square feet	b. square feet		
c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet

9. ☒ **Riverfront Area**

6541	6541
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
----------------	----------------	----------------	----------------

**Coastal Resource Area Impacts:**

Resource Area

Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
------------------------	-------------------------	-------------------------	--------------------------

10. ☐ **Designated Port Areas**

Indicate size under Land Under the Ocean, below

11. ☐ **Land Under the Ocean**

a. square feet b. square feet

c. c/y dredged d. c/y dredged

12. ☐ **Barrier Beaches**

Indicate size under Coastal Beaches and/or Coastal Dunes below

13. ☐ **Coastal Beaches**

a. square feet b. square feet c. c/y nourishment d. c/y nourishment

14. ☐ **Coastal Dunes**

a. square feet b. square feet c. c/y nourishment d. c/y nourishment

15. ☐ **Coastal Banks**

a. linear feet b. linear feet

16. ☐ **Rocky Intertidal Shores**

a. square feet b. square feet

17. ☐ **Salt Marshes**

a. square feet b. square feet c. square feet d. square feet

18. ☐ **Land Under Salt Ponds**

a. square feet b. square feet

c. c/y dredged d. c/y dredged

19. ☐ **Land Containing Shellfish**

a. square feet b. square feet c. square feet d. square feet



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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			
	c. c/y dredged	d. c/y dredged		

21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet
--	----------------	----------------

22.

☐ Restoration/Enhancement (For Approvals Only)

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 & d or B.17.c & d above, please entered the additional amount here.

a. square feet of BVW	b. square feet of Salt Marsh
-----------------------	------------------------------

23.

☐ Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

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.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.





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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 : "065-1370"
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 Mass DEP.
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.
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.

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

19. The work associated with this Order(the "Project") is (1) ☒ is not (2) ☐ subject to the Massachusetts Stormwater Standards. If the work is subject to 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 Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain



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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; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater 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 Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- 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



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

**Special Conditions:**  
SEE ATTACHED.



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

1. Is a municipal wetlands bylaw or ordinance applicable? ☐ Yes ☐ No

**2. The Conservation Commission hereby (check one that applies):**

a. ☐ DENIES the proposed work which 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. Which are necessary to comply with a municipal ordinance or bylaw:

b. ☐ APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or  
Bylaw \_\_\_\_\_

2. Citation \_\_\_\_\_

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

The special conditions relating to municipal ordinance or bylaw are as follows:



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**E. Signatures**

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

1/3/2025

1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

4

2. Number of Signers

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.

Signatures:

Richard Saba

Julie Doughman Johnson

F. M. Lucas

Christopher Leahy

Christine Nicholes

Christine Maxim

☐ by hand delivery on

☐ by certified mail, return receipt requested, on

Date

Date

**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.

**G. Recording Information**

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



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Provided by MassDEP:

065-1370

MassDEP File #

1861088

eDEP Transaction #

Salisbury

City/Town

**E. Signatures**

**Gerrish Road Bridge Repairs**

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

1/3/2025

1. 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.

6

2. Number of Signers

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.

*[Signature]*  
Signature

Julie DOUGHERMAN Johnson  
Printed Name

*[Signature]*  
Signature

CHRIS LEAHY  
Printed Name

*[Signature]*  
Signature

Chastine Maxim  
Printed Name

*[Signature]*  
Signature

Richard Saba  
Printed Name

*[Signature]*  
Signature

Catherine Nichols  
Printed Name

*[Signature]*  
Signature

F. Michael Lucas  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

☒ by hand delivery on

☐ by certified mail, return receipt requested, on

1/3/2025

Date

Date



**Massachusetts Department of Environmental  
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Provided by MassDEP:  
MassDEP File #:065-1370  
eDEP Transaction #:1861688  
City/Town:SALISBURY

subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

SALISBURY

Conservation Commission

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

To:

SALISBURY

Conservation Commission

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

GERRISH ROAD

Project Location

065-1370

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

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

Instrument Number

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

Document Number

Signature of Applicant

Rev. 4/1/2010

# Salisbury Conservation Commission

## Special Conditions

Applicant: Town of Salisbury, DPW  
Project Address: Gerrish Road Over Small Pox Brook  
DEP File #: 065-1370

20. The Conservation Commission (Commission) shall be notified in writing at the time of any transfer in the title to the property or any change in contractor/developers prior to the issuance of the Certificate of Compliance. The name, address and telephone number of the new owner shall be included in the notification, as well as certification that the new owner has been provided with a copy of this Order of Conditions.

### **Pre-Construction Conditions**

**Prior to the commencement of construction, the applicant shall:**

21. *Project is responsible for securing all necessary easements prior to start of work. For any work located on private property, the applicant shall submit to the Conservation Commission the property owner's written permission for work to be performed prior to the pre-construction meeting*
22. Arrange for a pre-construction meeting with the Conservation Commission or its designated representative(s) no less than 72 hours prior to the commencement of construction. Commencement of construction includes any site clearing or grading. The purpose of this meeting is to inspect the erosion controls and to review all conditions of this Order of Conditions with the applicant, contractor and sub-contractors as appropriate to ensure they are understood.
23. Provide to the Commission the name, address and telephone number of the person immediately responsible for supervision of all work, and maintaining compliance with this Order of Conditions. This person shall serve as project manager until a Certificate of Compliance is issued, or until another project manager is designated. Should the project manager change during the course of the project, the Commission shall be notified as soon as practical of this change.
24. Inform **all** contractors and subcontractors of the conditions and provisions of this Order. This Order shall be included in all construction contracts and subcontracts dealing with the work and shall supersede other contract requirements.
25. Install all erosion controls according to the plans and narrative approved by the Commission. Erosion controls are to be inspected by a representative of the Commission prior to the commencement of construction at the site. Any hay used must be salt hay. The Commission reserves the right to require additional erosion controls during construction if it deems that site conditions warrant such measures.
26. The limits of work in the field shall be clearly marked and all workers shall be instructed not to work beyond the limits. Resource area flags shall be maintained and replaced as necessary until a final Certificate of Compliance is issued for the project.
27. The Commission shall be notified 24 hours in advance of the commencement of work at the site.

### **Construction Conditions**

During the Construction Phase of this project:

28. Accepted engineering and construction standards shall be followed in the conduct of all work.
29. No excavated material shall be disposed of in violation of any local, state or federal laws.



30. Equipment storage, maintenance and refueling areas shall be located at least 50 feet from resource areas or as otherwise approved by the Commission. Equipment operators shall be prepared to immediately respond to accidental releases of fuel, motor oil, and other liquids through containment.
31. Any de-watering activities at the site shall make use of a de-watering filter, stilling basin or settling basin to remove sediment prior to discharge into resource areas.
32. During and after work on this project, there shall be no discharge or spillage of fuel, oil, or other pollutants into any part of the site governed by this Order.
33. There shall be no stump dumps or burying of stumps or any material in any part of the site governed by this Order.
34. As soon as possible, all disturbed areas shall be brought to final grade and shall be permanently stabilized within 30 days of that time by measures acceptable to the Commission.
35. The project manager shall be responsible for regular inspections of the erosion controls on at least a daily basis and after each rain storm. Necessary repairs and maintenance of the erosion control devices shall be made expeditiously.
36. The applicant, developer or on-site contractor shall submit to the Conservation Commission, during construction and until a Certificate of Compliance is issued, monthly written status reports prepared by a professional competent in such evaluation, summarizing the work that has been completed, compliance with the Order of Conditions and the status of the erosion controls. Such reports shall be submitted by the last day of each month.
37. Any resource areas that are disturbed during construction are to be restored immediately, in accordance with a plan prepared by a professional wetland scientist and approved by the Conservation Commission.
38. Failure to comply with all Conditions shall constitute sufficient grounds for the Commission to order all work to cease until compliance is achieved.

#### **Post Construction Conditions**

The following conditions shall survive the Order of Conditions and remain in effect in perpetuity:

39. Prior to the issuance of a Certificate of Compliance, the applicant shall submit to the Conservation Commission for review and approval an **as-built** plan of the project, signed and stamped by a professional engineer or professional land surveyor. This plan shall be accompanied by a letter from the engineer of record stating whether the project has been constructed in accordance with approved plans, and if not, what deviations have been made from the approved plans.
40. With authorization from the Salisbury Conservation Commission that the site is sufficiently stable, all erosion controls will be removed and disposed of properly. Prior to the issuance of a Certificate of Compliance, the Conservation Commission will confirm complete removal of all hay bales and silt fencing.

Appendix B  
USACE General Permit

U. S. Army Corps of Engineers (USACE) SELF-VERIFICATION NOTIFICATION (SVN)																											
DATA REQUIRED BY THE PRIVACY ACT OF 1974																											
Authority	Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332.																										
Principal Purpose	This information will be used in evaluating activities under Self-Verification procedures within Massachusetts.																										
Routine Uses	Routine uses will include: (1) Documenting compliance with the terms and conditions of the General Permit (GP) for activities that may require authorization pursuant to one or more of USACE's Regulatory authorities. (2) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes.																										
Disclosure	Failure to fully comply and abide by the GP terms and conditions prior to commencing work and after completion project may result in formal enforcement action, up to and including monetary penalties and/or legal action, pursuant to 33 CFR Part 326.																										
Instructions	The permittee must complete ALL required sections of this document before commencing USACE-regulated activities. A copy of this completed SVN must be kept on site during construction and be made available for review by USACE and other Federal, State, & Local regulatory authorities at any time. Within 30 days of initiating project construction, the permittee shall submit the completed SVN to USACE. The SVN shall be submitted to USACE as <b>ONE signed document</b> that includes project plans and documentation that supports each field (e.g., emails, letters, description, phone calls, surveys). Electronic submissions to the following address are strongly preferred: <a href="mailto:cenae-r-ma-sv@usace.army.mil">cenae-r-ma-sv@usace.army.mil</a> . The email subject line shall contain the following: GP #, SVN, City/Town, and date submitted.																										
(ITEMS 1 THRU 3 TO BE FILLED BY USACE)																											
1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED																									
APPLICANT AND AGENT INFORMATION																											
4. APPLICANT'S NAME First - Neil Middle - Last - Harrington Company - Town of Salisbury E-mail Address - nharrington@salisburyma.gov		7. AGENT'S ADDRESS: First - Elyse Middle - Last - Tripp Company - BETA Group Inc. E-mail Address - etripp@beta-inc.com																									
5. APPLICANT'S ADDRESS: Address- 5 Beach Road City - Salisbury State - MA Zip - 01952 Country - USA		8. AGENT'S ADDRESS: Address- 89 Shrewsbury St, Suite 300 City - Worcester State - MA Zip -01604 Country -USA																									
6. APPLICANT'S PHONE NOs. w/AREA CODE a. Residence b. Business c. Fax 978-462-8232		9. AGENTS PHONE NOs. w/AREA CODE a. Residence b. Business c. Fax 844-800-2382 x 7174																									
NAME, LOCATION, AND DESCRIPTION OF PROJECT SITE																											
10. PROJECT NAME OR TITLE Gerrish Road Bridge Rehabilitation																											
11. FILE NUMBER(S) OF PREVIOUS USACE ACTIONS ON THE SITE (if applicable) N/A		12. NAME OF WATERBODY Smallpox Brook																									
13. PROJECT COORDINATES (in decimal degrees) Latitude: °N Longitude: °W 42.849973 -70.864621		14. PROJECT STREET ADDRESS (if applicable) Address Gerrish Road City - Salisbury State - MA Zip - 01952																									
ACTIVITY TYPE, PROJECT IMPACTS, AVOIDANCE & MINIMIZATION																											
15. GENERAL PERMIT ACTIVITIES (CHECK ALL THAT APPLY)		16. SUMMARY OF PROJECT IMPACTS (see instructions)																									
1 <input type="checkbox"/> 6 <input type="checkbox"/> 11 <input type="checkbox"/> 16 <input type="checkbox"/> 21 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 12 <input type="checkbox"/> 17 <input type="checkbox"/> 22 <input type="checkbox"/> 3 <input type="checkbox"/> 8 <input type="checkbox"/> 13 <input type="checkbox"/> 18 <input type="checkbox"/> 23 <input type="checkbox"/> 4 <input type="checkbox"/> 9 <input type="checkbox"/> 14 <input type="checkbox"/> 19 <input type="checkbox"/> 24 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 15 <input type="checkbox"/> 20 <input type="checkbox"/> 25 <input type="checkbox"/>		<table border="1"><thead><tr><th>Area (square feet)</th><th>Length (linear feet)</th><th>Volume (cubic yards)</th><th>Duration</th></tr></thead><tbody><tr><td></td><td>111 (Bank)</td><td></td><td>Temporary</td></tr><tr><td></td><td>14 (Bank)</td><td></td><td>Permanent</td></tr><tr><td>992 - WOTUS</td><td></td><td></td><td>Temp</td></tr><tr><td>19 - WOTUS</td><td></td><td></td><td>Permanent</td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>		Area (square feet)	Length (linear feet)	Volume (cubic yards)	Duration		111 (Bank)		Temporary		14 (Bank)		Permanent	992 - WOTUS			Temp	19 - WOTUS			Permanent				
Area (square feet)	Length (linear feet)	Volume (cubic yards)	Duration																								
	111 (Bank)		Temporary																								
	14 (Bank)		Permanent																								
992 - WOTUS			Temp																								
19 - WOTUS			Permanent																								

17. PROJECT PLANS (BY CHECKING THE BOXES BELOW, YOU CERTIFY THESE ITEMS ARE COMPLETE) (*see instructions*)

- ☒ a. Plans shall at least contain the following: Vicinity Map, Plan View, and Typical Cross Section View of the proposed activity.
- ☒ b. All direct, indirect and secondary impacts from USACE regulated activities are shown on the project plans.
- ☒ c. The size of the impact area for each activity (acre, square feet, linear feet) are shown on the project plans.
- ☐ d. For discharges of fill material (§404), the volume of fill material is identified on the project plans.
- ☒ e. The duration of each impact, permanent or temporary (X days), is identified on the project plans.
- ☒ f. Do activities with permanent impacts result in the loss of waters? If so, this is identified on the project plans.
- ☒ g. All aquatic resources in the vicinity of the USACE regulated activities are delineated on the project plans.

18. AVOIDANCE & MINIMIZATION (BY CHECKING THE BOXES BELOW, YOU CERTIFY THESE CRITERIA ARE MET) (*see instructions*)

- ☒ a. The project has been designed to avoid and minimize impacts to aquatic resources.
- ☒ b. The footprint of activities in waters of the U.S. has been reduced to only what is necessary to achieve the overall project purpose.
- ☒ c. All practicable measures have been taken to avoid and minimize impacts to aquatic resources through construction techniques and site access (e.g., Best Management Practices, Time of Year Restrictions).
- ☒ d. All temporary impacts from USACE regulated activities will be restored upon completion of construction and the project area will be returned to pre-construction contours and conditions.

**COMPLIANCE WITH FEDERAL REGULATIONS & SUPPLEMENTAL INFORMATION**

19. DUE DILIGENCE (*see instructions*)

Complete the entries below to document compliance with the following Federal requirements. Construction may NOT begin if a PCN is/may be required, and you must contact USACE to determine permitting requirements. Documentation that demonstrates how the activity complies with each field below shall be submitted to the USACE as noted in the instructions block. See each General Condition (GC) in the GP for how to comply with each requirement.

- |  |   |
|--|---|
| a. State Historic Preservation Officer   | Per Appendix A, the activity has no potential to affect historic properties.  |
| b. Massachusetts BUAR                    | Per Appendix A, BUAR was notified and they did not respond with concerns within 30 days.  |
| c. Tribal Historic Preservation Officers | The Tribe(s) were notified and they didn't respond with concerns within 30 days.  |
| d. Endangered Species Act - NOAA         | The activity is not located within the ESA-listed Species Range.  |
| e. Endangered Species Act - USFWS        | The activity is not located within the ESA-listed Species Range.  |
| f. Northern Long Eared Bat (ESA)         | NLAA determination reached with the Rangewide D-Key. See Instructions below.*   |
| g. Essential Fish Habitat                | The project footprint does not contain EFH (see EFH definition in the MA GP).   |
| h. Wild & Scenic Rivers                  | There are no WSR's within 0.25 miles of the project area.   |
| i. 401 Water Quality Certification 401   | The activity qualifies under the general 401 WQC for the 2023 MA GPs.<br>401 WQC/OOC File Number: 065-1370                      OOC issued: 1/3/25                      401 issued: |
| j. Section 408 Permission                | Not Required per GC 15a-f, no Federal Projects are within the project vicinity.   |
| k. Coastal Zone                          | The project is not located within the coastal zone.   |
| l. Construction Mats                     | N/A, the activity does not require the installation of construction mats.   |
| m. Time of Year Restrictions             | N/A, the project is not located in a waterbody that has TOY restrictions.   |
| n. Vernal Pools                          | Per GC 28, the project is not located in a vernal pool.   |
| o. Sediment & Erosion Controls           | Per GC 25, the activity uses BMPs to avoid/minimize sedimentation & erosion.  |
| p. Stream/Wetland Crossings              | The activity does not require a stream/wetland crossing.  |

20. AQUACULTURE ACTIVITIES - GP 18 (*see instructions*)

- ☐ a. If required, an Aquaculture Certification from the Massachusetts Division of Marine Fisheries was obtained prior to commencing work.
- ☐ b. Coordination with the U.S. Coast Guard pursuant to Private Aids to Navigation has occurred prior to commencing work.
- ☐ c. If required, a MEPA Certificate was obtained from the Massachusetts Environmental Protection Agency prior to commencing work. **Select Option**
- ☐ d. The prospective permittee contacted local authorities (e.g. harbormaster, select board, shellfish constable) for authorization of their facility prior to commencing work.

21. ADDITIONAL INFORMATION/ATTACHMENTS (*see instructions*)

- ☒ a. The project plans are enclosed in this SVN submittal (see block 17).
- ☐ b. The activity **IS NOT** funded through the Bipartisan Infrastructure Bill (also known as the Infrastructure Investment and Jobs Act).
- ☒ c. All required state, local and federal approvals were acquired prior to starting construction in USACE jurisdiction.
- ☒ d. After construction of the activity is completed, a complete Certificate of Compliance will be submitted to USACE.

22. IS THERE ANOTHER LEAD FEDERAL AGENCY:

☐ YES ☒ NO

23. STATEMENT OF AUTHORIZATION (see instructions)

I certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

  
SIGNATURE OF APPLICANT

5/30/25  
DATE



SIGNATURE OF AGENT

5/29/25  
DATE

24. SIGNATURES (see instructions)

I hereby certify that the information in this Self-Verification Notification is complete and accurate. As the applicant or their duly authorized agent, I certify the activity was completed in accordance with the terms and conditions of the GP. This includes all applicable terms, general conditions, and activity-specific GP criteria. I agree to allow the duly authorized representatives of the Corps of Engineers Regulatory Program and other regulatory or advisory agencies to enter upon the premises of the project site at reasonable times to evaluate inspect and photograph site conditions. This consent to enter the property is superior to, takes precedence over, and waives any communication to the contrary. For example, if the property is posted as "no trespassing" this consent specifically supersedes and waives that prohibition and grants permission to enter the property despite such posting.

  
SIGNATURE OF APPLICANT

5/30/25  
DATE

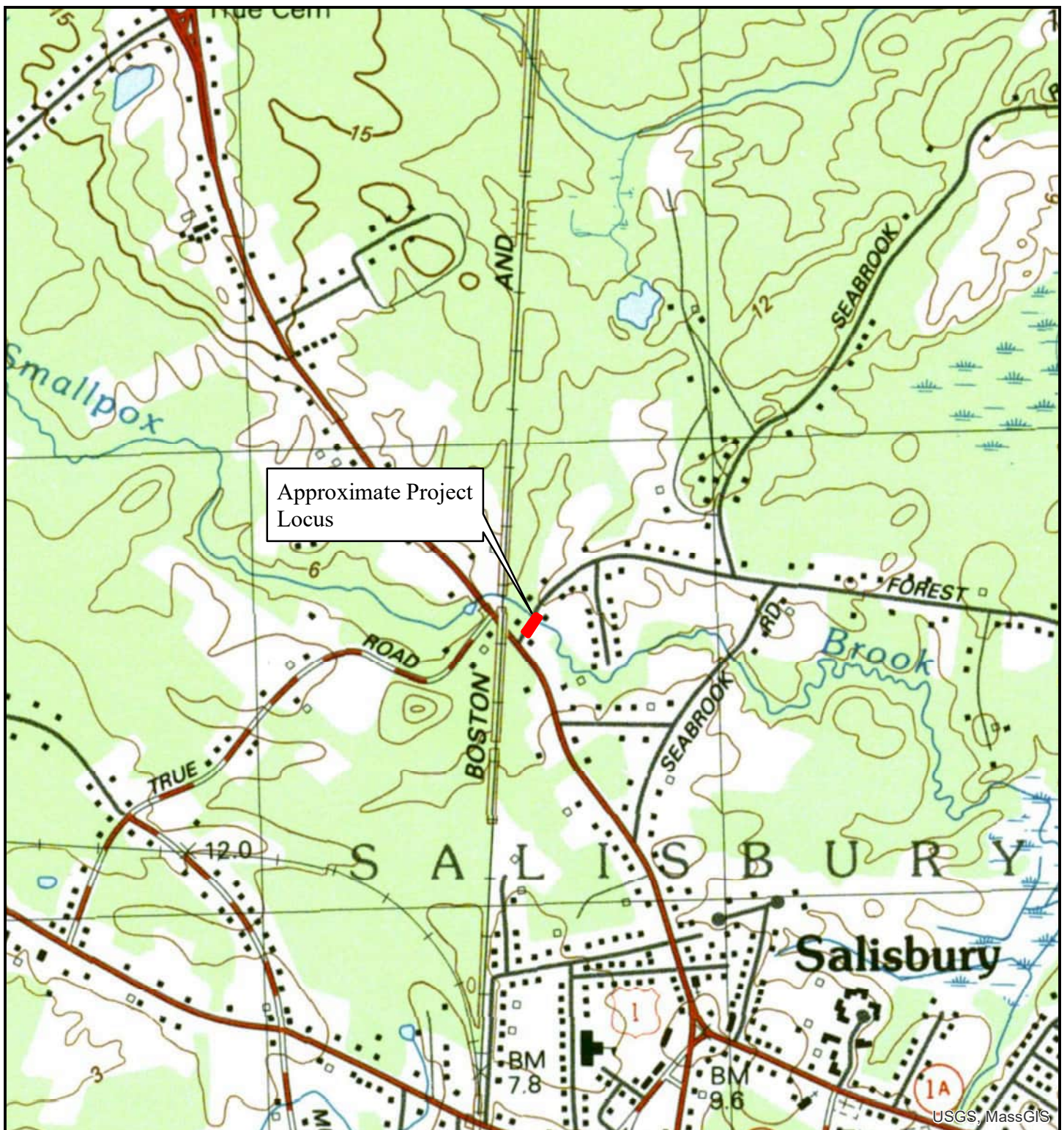


SIGNATURE OF AGENT

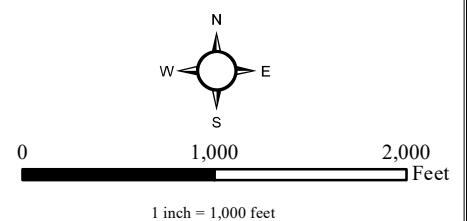
5/29/25  
DATE

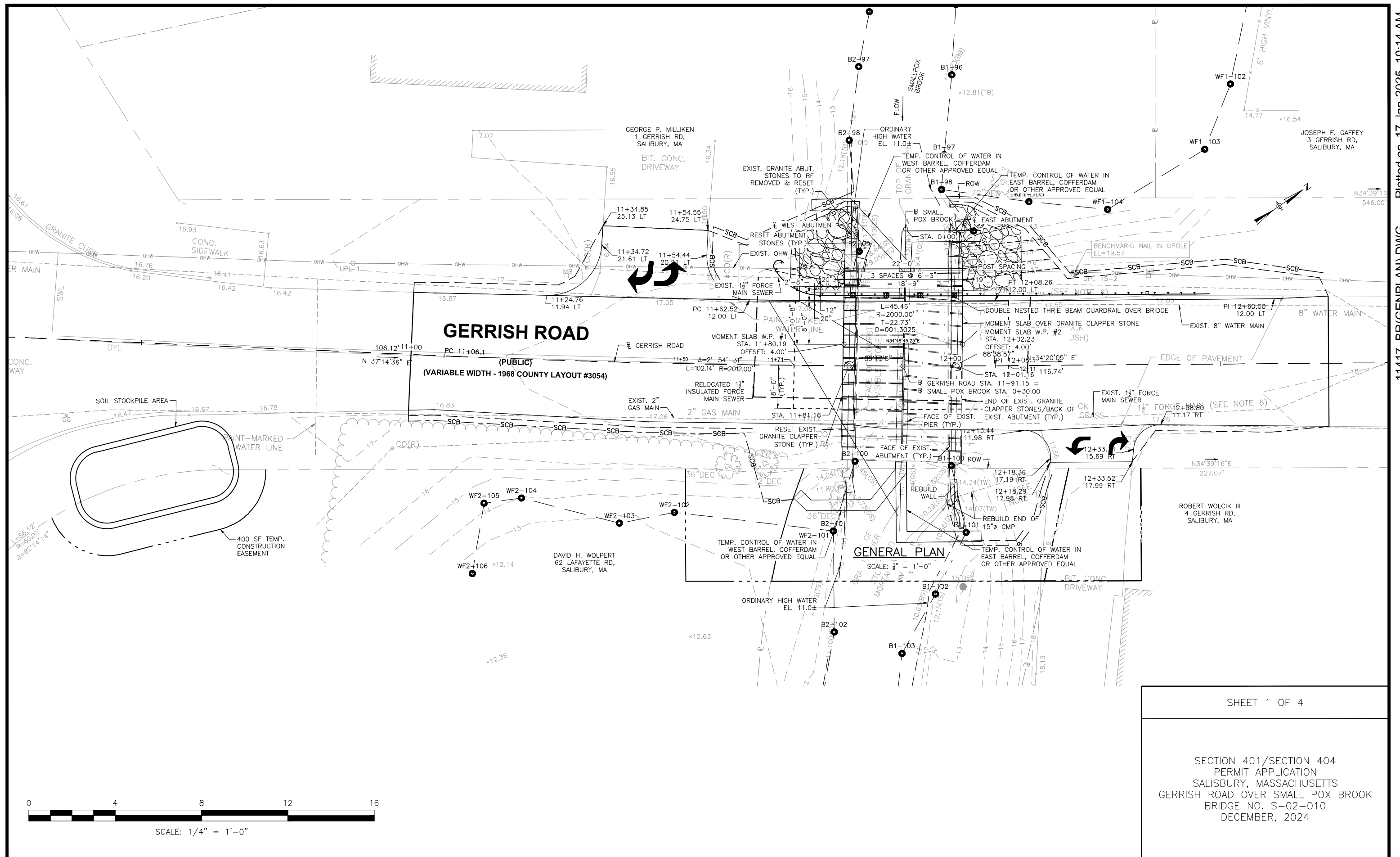
18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

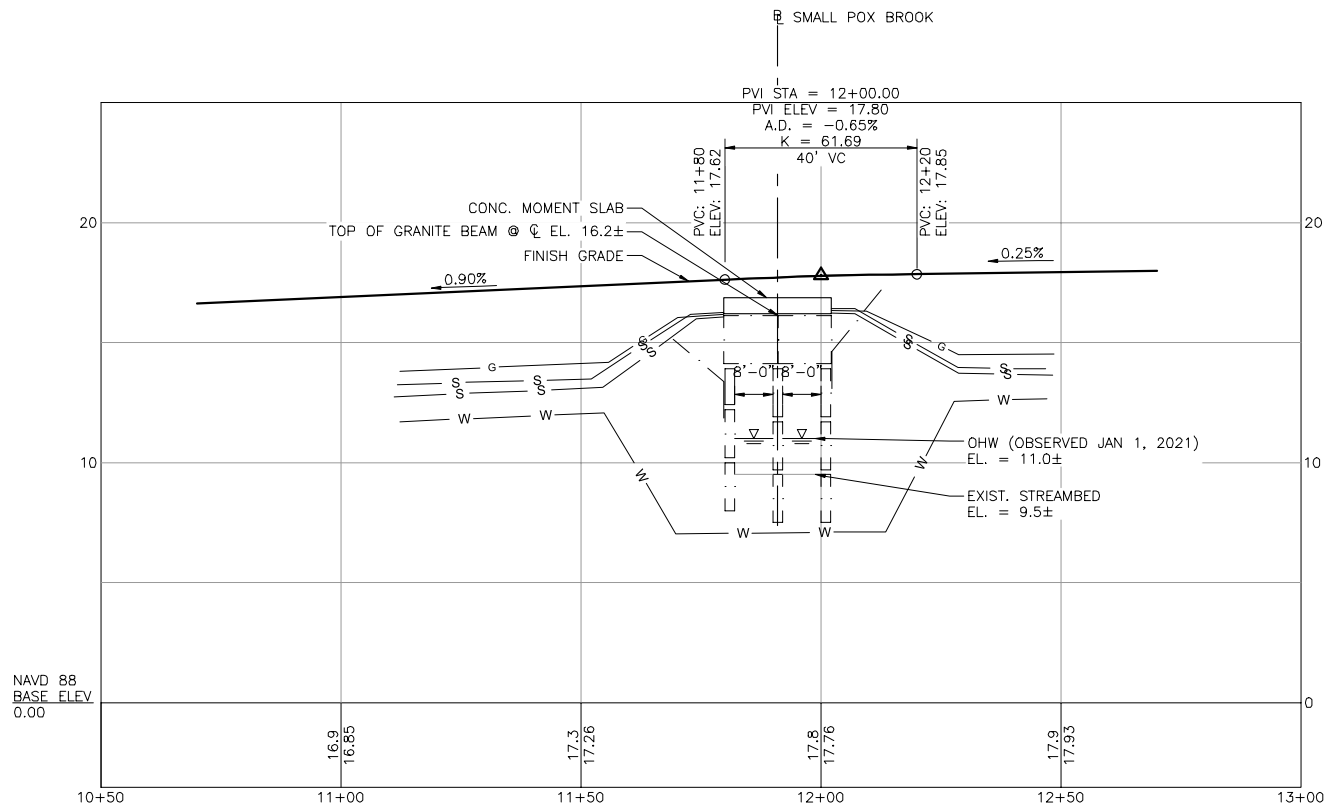




**Figure 1**  
**Site Locus**  
**Gerrish Road Bridge**  
**Salisbury, MA**

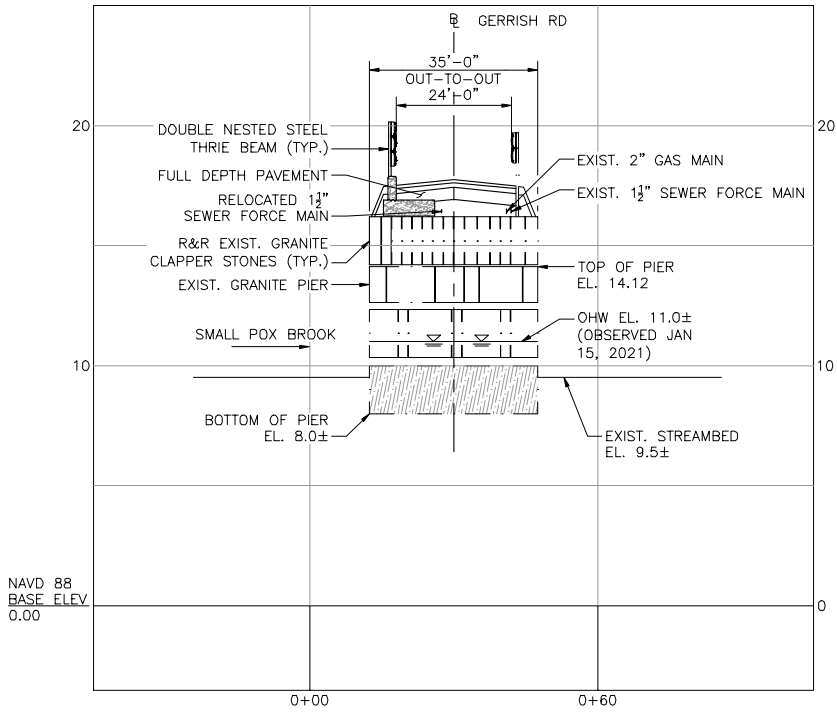
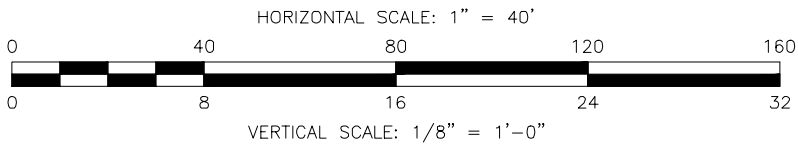






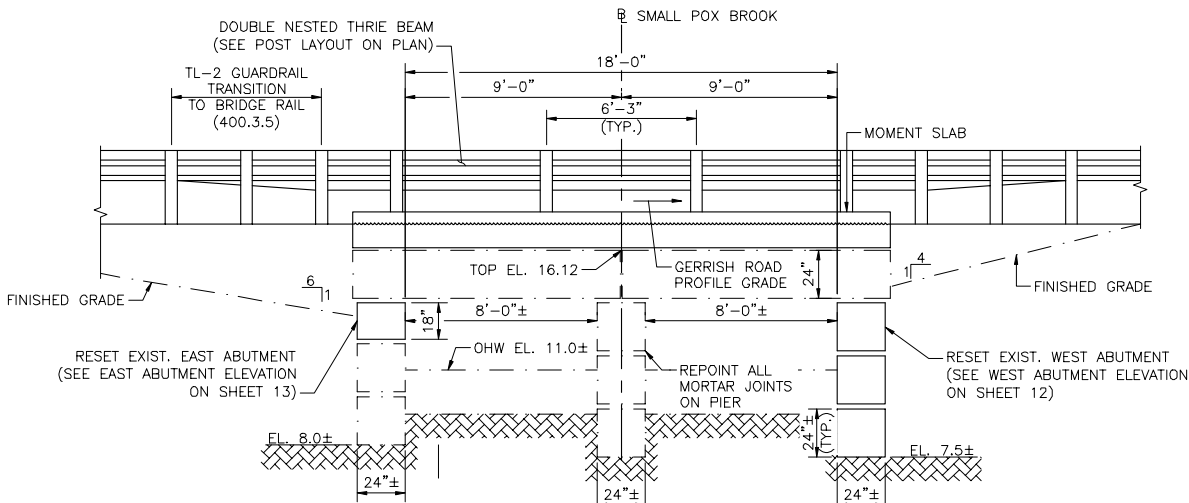
GERRISH ROAD PROFILE

HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1/8" = 1'-0"



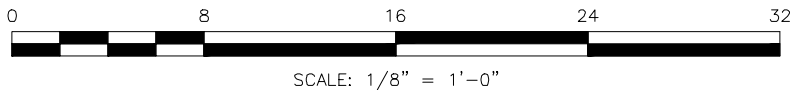
SMALL POX BROOK PROFILE

HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1/8" = 1'-0"

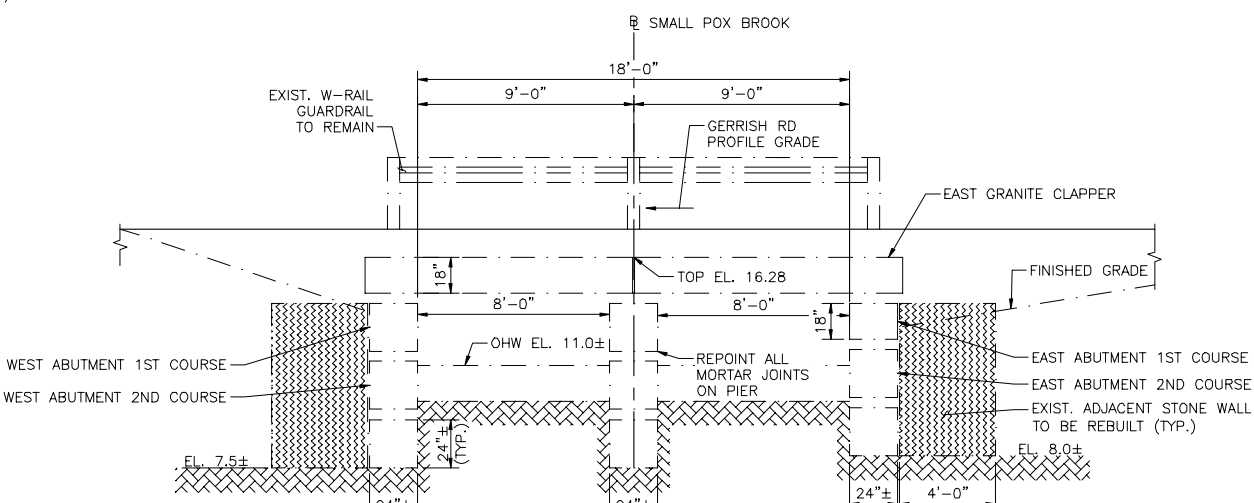


ELEVATION VIEW — NORTH (LOOKING SOUTH)

SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



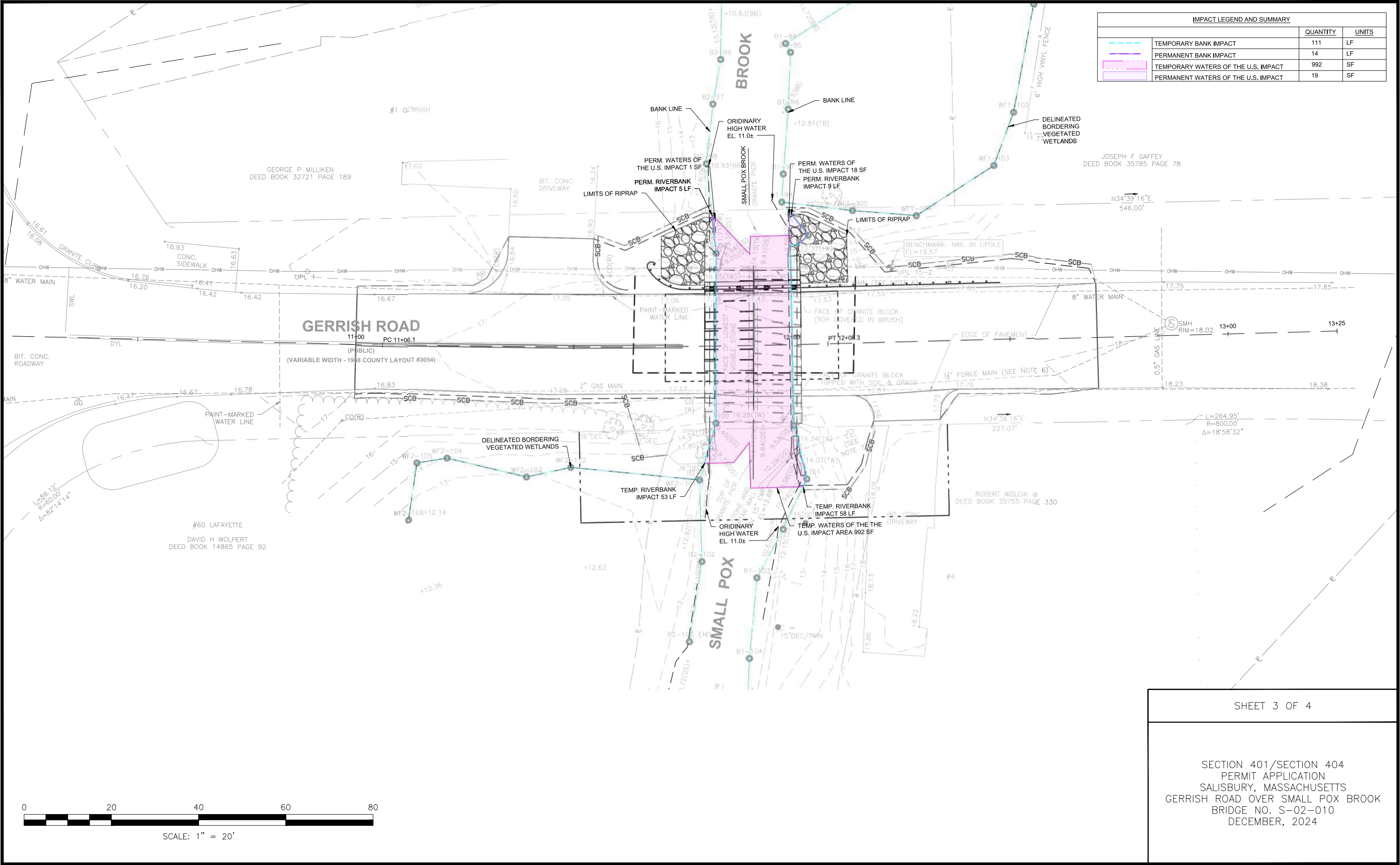
ELEVATION VIEW — SOUTH (LOOKING NORTH)

SCALE: 1/8" = 1'-0"

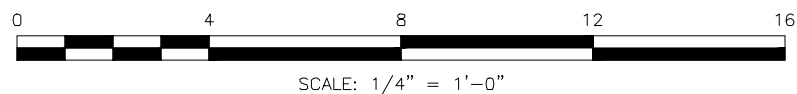
SHEET 2 OF 4

SECTION 401/SECTION 404  
PERMIT APPLICATION  
SALISBURY, MASSACHUSETTS  
GERRISH ROAD OVER SMALL POX BROOK  
BRIDGE NO. S-02-010  
DECEMBER, 2024





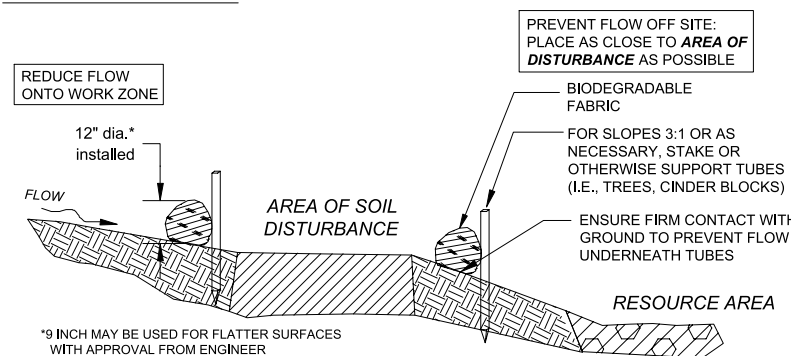
IMPACT LEGEND AND SUMMARY			
		QUANTITY	UNITS
<span style="color: blue;">---</span>	TEMPORARY BANK IMPACT	111	LF
<span style="color: purple;">---</span>	PERMANENT BANK IMPACT	14	LF
<span style="background-color: pink;">---</span>	TEMPORARY WATERS OF THE U.S. IMPACT	992	SF
<span style="background-color: purple;">---</span>	PERMANENT WATERS OF THE U.S. IMPACT	19	SF



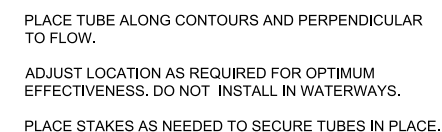
DISCHARGE TO SEDIMENTATION BASIN (AS SHOWN) OR TO SILTATION/ DEWATERING BAG SUCH AS FLOGARD DEWATERING BAG MODEL SC-DW1215Z, OR APPROVED EQUAL BY SALISBURY CONSERVATION COMMISSION. SYSTEM SHOWN IS CONCEPTUAL ONLY AND IS TO BE DESIGNED BY CONTRACTOR. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL.



TEMP. SOIL STOCKPILE  
SCALE: N.T.S.



TO BE USED ONLY ON FLAT  
SURFACES WITH LOW FLOW



PLAN VIEW

NOT TO SCALE

SHEET 4 OF 4

SECTION 401/SECTION 404  
PERMIT APPLICATION  
SALISBURY, MASSACHUSETTS  
GERRISH ROAD OVER SMALL POX BROOK  
BRIDGE NO. S-02-010  
DECEMBER, 2024

**Department of the Army**  
**General Permits for the Commonwealth of Massachusetts**

The New England District of the U.S. Army Corps of Engineers (USACE) hereby issues twenty-five (25) regional general permits (GPs) for activities subject to USACE jurisdiction in waters of the U.S., including wetlands, navigable waters within the Commonwealth of Massachusetts and adjacent ocean waters to the seaward limit of the outer continental shelf. The Massachusetts GPs (hereafter referred to as the MA GP or GP) are issued in accordance with USACE regulations at 33 CFR 320 – 332 [see 33 CFR 325.5(c)(1)]. These GPs establish criteria and contain permit conditions to ensure that the authorized activities have no more than minimal individual and cumulative adverse impacts to the environment.

This document contains the following sections:

Pages

SECTION I	Statutory Authorities & Regulated Activities	2
SECTION II	Review Categories & Application Procedures	3-7
SECTION III	Massachusetts General Permits	8-34
SECTION IV	General Conditions	35-51
SECTION V	Mitigation Standards	52-54
SECTION VI	Federal & State Agency Contact Information & Websites	55-56
SECTION VII	Definitions & Acronyms	57-66
APPENDIX A	Guidance for Section 106 NHPA Compliance in Massachusetts	67-71
APPENDIX B	Pre-Construction Notification	72-77
APPENDIX C	Self-Verification Notification	78-81
APPENDIX D	Pre-Construction Notification Application Checklist	82-88

In issuing these GPs, the Federal Government does not assume any liability for the following:

(a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest; (c) damages to persons, property or to other permitted or unpermitted activities or structures caused by the activity authorized by any of the GPs; (d) design or construction deficiencies associated with the permitted work; or (e) damage claims associated with any future modification, suspension or revocation of these permits.

*Tammy R. Turley 02 June 2023*  
 \_\_\_\_\_  
 Tammy R. Turley Date  
 Chief, Regulatory Division

## **SECTION I. STATUTORY AUTHORITIES & REGULATED ACTIVITIES**

### **1. Work Requiring USACE Authorization**

- a. Section 10: Work and structures that are located in, over, under or that affect navigable waters of the United States (U.S.) (see 33 CFR 329). The USACE regulates these activities under section 10 of the Rivers and Harbors Act of 1899 (see 33 CFR 322).
- b. Section 404: The discharge of dredged or fill material into waters of the U.S (see 33 CFR 328). The USACE regulates these activities under Section 404 of the Clean Water Act (CWA). The term “discharge of dredged or fill material” also includes certain discharges resulting from excavation. Applicants should contact USACE to determine if a particular excavation discharge occurring within waters of the U.S., is a regulated activity. See 33 CFR 323.4 of the CWA for exempted activities.

For additional information on the limits of USACE jurisdiction, please see:

[https://www.nae.usace.army.mil/Portals/74/docs/regulatory/JurisdictionalLimits/Jurisdictional\\_Limits\\_Brochure.pdf](https://www.nae.usace.army.mil/Portals/74/docs/regulatory/JurisdictionalLimits/Jurisdictional_Limits_Brochure.pdf)

### **2. Authority to Issue General Permits**

- a. In accordance with 33 CFR 322.2(f), 325.2(e)(2), and 325.5(c), USACE may issue regional general permits authorizing activities under Section 10 of the RHA.
- b. In accordance with Section 404(e) of the CWA, 33 USC 1344(e), and 33 CFR 323.2(h), 325.2(e)(2), and 325.5(c), after notice and opportunity for public hearing, USACE may issue regional general permits for any category of activities involving discharges of dredged or fill material if the activities in such category are similar in nature, will cause only minimal adverse environmental effects when performed separately, and will only have minimal cumulative adverse effect on the environment.

### **3. Related Laws**

33 CFR 320.3 includes a list of related laws including, but not limited to, Section 408 of the Rivers and Harbors Act of 1899, Section 401 of the Clean Water Act, Section 402 of the Clean Water Act, Section 307(c) of the Coastal Zone Management Act of 1972, Section 106 of the National Historic Preservation Act of 1966, Section 7 of the Endangered Species Act, the Fish and Wildlife Coordination Act of 1956, the Magnuson-Stevens Fishery Conservation and Management Act, the Fish and Wildlife Coordination Act, Section 302 of the Marine Protection, Research and Sanctuaries Act of 1972, Section 7(a) of the Wild and Scenic Rivers Act, the Golden Eagle Protection Act, and the Migratory Bird Treaty Act.

## **SECTION II. REVIEW CATEGORIES & APPLICATION PROCEDURES**

To qualify under these GPs, the design, construction, and maintenance associated with each proposed activity must meet the terms and eligibility criteria listed in Section III, all applicable general conditions (GCs) in Section IV, and any specific mitigation requirements in Section V. Applicants should first review the GPs to see if a project is eligible for authorization under one or more of the GPs within this document. Any activity not specifically listed may still be eligible for authorization under these GPs; applicants are advised to contact USACE for specific eligibility determination.

Please note that these GPs allow for Self-Verification (SV) contingent upon meeting all criteria and with full adherence to all GCs. Projects that do not qualify for SV, may meet criteria for Pre-Construction Notification (PCN). Tables are provided under each activity, which outline criteria for SV and PCN. Activities that do not meet criteria for SV or PCN may require review as an Individual Permit (IP). Activities may require a PCN or IP as noted in Sections III and/or IV of this GP. Notwithstanding compliance with the terms of these GPs, USACE retains discretionary authority to require either PCN review or IP review on a case-by-case basis for any project based on concerns for the environment or for any of the other public interest factors found in 33 CFR 320.4(a). These GPs also do not replace or change those activities identified as exempt from USACE regulation (33 CFR 323.4).

### **1. Pre-Application Assistance**

Prospective applicants may request a pre-application meeting to address any questions they may have. USACE may also request a pre-application meeting or additional information to facilitate review of the request. Pre-application meetings and/or site visits help streamline the authorization process by alerting the prospective applicant to potentially time-consuming factors that may arise during the evaluation of their project (e.g., avoidance, minimization and compensatory mitigation requirements, historic properties, endangered species, essential fish habitat, impacts to federal projects, and/or dredging of contaminated sediments).

To schedule a pre-application meeting, present questions, or if you need further assistance, please contact USACE at:

Email: [cenae-r-ma@usace.army.mil](mailto:cenae-r-ma@usace.army.mil) (strongly preferred)

Phone: (978) 318-8338

Mail: U.S. Army Corps of Engineers  
New England District  
Regulatory Division, Massachusetts Section  
696 Virginia Road  
Concord, MA 01742

### **2. Submitting a Request**

Please follow the procedures outlined in Sections II.2-5 when requesting an SV or applying for PCN authorization for activities covered by these GPs. The GPs are provided in Section III below. For SV-eligible projects, the Self-Verification Notification (SVN) must be submitted within 30 days of commencing work. Otherwise, a Pre-Construction Notification (PCN) must be submitted for work that is not SV-eligible. Please include appropriate drawings and attachments and submit your request using the mailbox identified in Section II.4 or II.5 below. USACE will promptly confirm receipt of your request and notify you in the event additional information is required. Guidance on

how to submit electronic correspondence is located on the NAE Regulatory website here:  
<https://www.nae.usace.army.mil/Missions/Regulatory/Submitting-Electronic-Correspondence>.

### 3. Local, State & Federal Approvals

Applicants are responsible for applying for and obtaining any required local, state, and federal permits or approvals. These must be obtained prior to the commencement of work in waters. Such authorizations may include a Water Quality Certification, a Coastal Zone Management Act consistency determination, and other approvals as noted below. 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.

#### **I. Water Quality Certification under Section 401 of the Federal Clean Water Act (33 USC 1341).**

Applicants are responsible for determining the appropriate 401 Water quality Certification (WQC) requirements and submitting this information to the USACE at the time of their PCN application or when completing their SVN. Applicants that are unsure of whether their activity has been certified should contact MassDEP, or EPA Region 1 when the activity is located on tribal lands, for a determination. The 401 WQC requirement must be satisfied by acquiring one of the following WQCs from MassDEP (see GC 8):

**General 401 WQC:** The MassDEP issued a WQC on April 21, 2023 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 this 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

Applicants should 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/>. If eligible, you must comply with all applicable WQC conditions. 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.

**Individual 401 WQC:** In the event the proposed activity is not covered by the general WQC, applicants 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 applicant shall submit their Individual 401 WQC application concurrently to MassDEP and the USACE to comply with 40 CFR 121.

**Activities Proposed on Tribal Lands:** When an activity is proposed on Tribal lands, the applicant shall refer to the general 401 WQCs granted by the Environmental Protection Agency (EPA), Region 1 on May 15, 2023. These 401 WQCs are located on the USACE Regulatory website:  
<https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>.



**II. Coastal Zone Management Act Federal Consistency Concurrence pursuant to Section 307 of the CZMA of 1972, as amended.** Federal consistency concurrence is required for all activities located within the coastal zone, unless determined otherwise by the Massachusetts Office of Coastal Zone Management (MA CZM) (see GC 9). As applicable, this requirement must be satisfied by acquiring one of the following from the MA CZM:

**General CZM Federal Consistency Concurrence (General Concurrence):** MA CZM has granted General Concurrence for all SV and PCN activities for GPs 1-25 and this can be found at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>. The applicant must obtain all applicable permits and approvals prior to the commencement of work in USACE jurisdiction (i.e., construction begins on site). For SVs, General Concurrence is automatically granted and no further action is required from the applicant. For PCNs, the USACE will coordinate with MA CZM to acquire General Concurrence as part of the PCN application review. During review of the PCN application, USACE may request additional information from the applicant to support CZM's evaluation of the activity.

**Individual CZM Federal Consistency Concurrence (Individual Concurrence):** In certain cases, MA CZM may elevate any GP activity 1-25 to require Individual Concurrence. The applicant must contact MA CZM and follow the procedures to obtain Individual Concurrence as determined appropriate by MA CZM.

The MA CZM program includes five regional offices that serve 78 coastal municipalities. The following map provides more information about these offices: <https://www.mass.gov/service-details/czm-regions-coastal-communities-and-coastal-zone-boundary>

**III. Other Approvals:** Approvals typically required in Massachusetts include, but are not limited to, a Chapter 91 Permit/License, Massachusetts Environmental Protection Act (MEPA) review, Wetlands Protection Act Order of Conditions, and/or Aquaculture Certification. *Applicants should also be aware that USACE may not be able to render a permit decision in the event the proposed activity is denied by another local, state and/or federal agency.*

#### **4. Procedures for Self-Verification (SV) Eligible Projects**

If the activity is eligible for an SV, the Self-Verification Notification (SVN) must be completed prior to the start of project construction and submitted to USACE within 30 days of commencing work. The purpose of the SVN is to provide applicants with a tool to assist them when determining if the activity as proposed is SV-eligible. The following GPs do not require submission of the SVN: GP 1 (SV #1), GP 3 (SV #2-3), GP 4 (SV #2), GP 11, GP 12 (note #2), GP 14 (see note), GP 15 (see note), and GP 24 (SV #3). **For the activities not listed above, the SVN must be completed prior to the start of work and be kept on site at all times during project construction.** The applicant shall not begin work for SV-eligible activities until they have completely verified the bulleted items below.

Digital submittals by email are **strongly encouraged** to facilitate the most efficient processing of the SVN submittal. Please communicate with USACE staff if you are unable to provide a digital copy. Addresses are [cenae-r-ma-sv@usace.army.mil](mailto:cenae-r-ma-sv@usace.army.mil) (email) or Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751 (mail).

##### **Eligible SV Activities:**

- Are subject to USACE jurisdiction (see GC 2); and
- Qualify for one or more of the GPs within this document (Section III); and
- Meet the GCs within this document (Section IV); and

- When required, are supported by a complete SVN (Appendix C); and
- Receive all other required local, State, and/or Federal approvals.

## 5. Procedures for Pre-Construction Notification (PCN) Eligible Projects

For activities that require a PCN, an application to and written authorization from USACE is required. *No work requiring a PCN may proceed until the applicant receives written authorization from USACE verifying that the activity is authorized.* The verification letter may include special conditions that the applicant must comply with. When possible, it is *highly* recommended that PCN application materials are submitted at least 90 days before the target start date to allow for USACE evaluation and any necessary agency consultations. PCN applications shall demonstrate in writing how the proposed activity complies with all GCs, as applicable to their activity.

Digital submittals by email are **strongly encouraged** to facilitate the most efficient processing of the PCN application. Please communicate with USACE staff if you are unable to provide a digital copy. Addresses are [cenae-r-ma@usace.army.mil](mailto:cenae-r-ma@usace.army.mil) or Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751 (mail).

### Eligible PCN Activities:

- Are subject to USACE jurisdiction (see GC 2); and
- Qualify for one or more of the GPs within this document (Section III); and
- Meet the GCs within this document (Section IV); and
- Comply with the Mitigation Standards within this document (Section V); and
- Are supported by a complete PCN document (Appendix B); and
- When required, are supported by the submittal of project information to the appropriate parties identified in Appendix A; and
- Receive all other required local, State, and/or Federal approvals.

## 6. Interagency Review Procedures

The USACE reserves the opportunity to coordinate PCN activities with Federal and State agencies to ensure that the proposed activity results in no more than a minimal impact to the aquatic environment. In some cases, USACE may require project modifications involving avoidance, minimization, and/or compensatory mitigation for unavoidable impacts to ensure the net effects of a project are minimal. The USACE determines, after review and coordination with the agencies and/or the applicant, if PCN applications:

- Meet the terms and conditions of the GP as proposed;
- Require additional information;
- Require avoidance, minimization, compensatory mitigation, construction sequencing, project modification, or other special conditions to avoid or minimize adverse impacts to the aquatic environment;
- Require individual permit review regardless of whether the terms and GCs of these GPs are met, based on concerns for the aquatic environment or any other factor of the public interest (see Section 9 below).

For activities requiring a PCN, the applicant must wait for written authorization from USACE before commencing activities in waters of the U.S. Beginning work for PCN required activities without a USACE written authorization is a violation of these GPs, and the terms and conditions of this document. The applicant may be subjected to an enforcement action by USACE and/or the Environmental Protection Agency (EPA).



## **7. Construction of Solid Fill Structures and Fills Along the Coastline or Baseline from Which the Territorial Sea is Measured.**

Projects involving the construction of solid fill structures or discharge of fill that may extend beyond the coastline or the baseline from which the territorial sea is measured (i.e., mean low water) will require a PCN. The USACE will submit a description of the proposed work and a copy of the plans to the Solicitor, Department of the Interior, Washington, DC 20240, and request comments concerning the effects of the proposed work on the outer continental rights of the United States. These comments will be included in the administrative record of the application. After completion of permit review, the record will be forwarded to the Chief of Engineers. The decision on the application will be made by the Secretary of the Army after coordination with the Attorney General.

## **8. Emergency Activities**

Per 33 CFR 325.2(e)(4), an emergency is limited to a situation that would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process an application under standard procedures. Emergency work shall be limited to that which is necessary to stabilize and secure the situation. Additional work needed for final repairs shall not be completed until approval is obtained through the appropriate, non-emergency process. Emergency work is subject to the same terms and conditions of these GPs as non-emergency work, and similarly, must qualify for authorization under these GPs; otherwise, an IP is required. *See GP 25 Emergency Situations for additional information.*

## **9. Individual Permit**

Projects that do not meet the terms and conditions of this GP may require review as an IP (33 CFR 325.5 (b)). Proposed work in this category will require a separate Federal application for an individual permit from USACE (33 CFR 325.1). In addition, USACE retains discretionary authority on a case-by-case basis to elevate GP-eligible activities to an IP based on concerns for the environment or any other factor of the public interest (33 CFR 320.4 (a)). Applicants are required to submit the appropriate application materials directly to USACE as early as possible to expedite the permit review process. General information and application forms can be obtained at our website or by contacting our office at [cenae-r-ma@usace.army.mil](mailto:cenae-r-ma@usace.army.mil) or (978) 318-8338. Individual 401 WQC and/or CZMA Federal consistency concurrence from the appropriate MA agencies are required before USACE can issue an individual permit. Applying for an IP does not relieve the applicant from their obligation to obtain all required Federal, State and/or local approvals.

## **10. Compliance**

Applicants shall ensure compliance with all applicable GPs in Section III, GCs in Section IV, and any special conditions included in USACE verification letters. Noncompliance with these GPs, GCs, and special conditions may subject the applicant to criminal, civil, or administrative penalties, and/or an ordered restoration, and/or the permit may be modified, suspended or revoked by USACE. The USACE will consider any activity requiring USACE authorization to be noncompliant if that activity does not comply with all GP terms and conditions at all times, including while the project is under construction and when work is completed.

### **SECTION III. MASSACHUSETTS GENERAL PERMITS**

Applicants are encouraged to review Sections I & II prior to submitting an application to confirm that the activity as proposed complies with all terms and conditions of the 2023 MA GPs.

Applicants are also encouraged to review the definitions in Section VII, Definitions & Acronyms, of this document. Several terms are frequently used throughout the GPs, and it is important for the reader to understand these terms. If seeking verification for an activity previously verified under the 2018 MA GPs, please contact the USACE to discuss permitting needs in advance of submitting an application.

#### **General Permits**

1. Aids to Navigation and Temporary Recreational Structures
2. Maintenance
3. Moorings
4. Structures in Navigable Waters of the U.S.
5. Boat Ramps and Marine Railways
6. Utility Lines, Oil or Natural Gas Pipelines, Outfall Or Intake Structures, and Appurtenant Features
7. Dredging, Disposal of Dredged Material, Beach Nourishment, Rock Removal and Rock Relocation
8. U.S. Coast Guard Approved Bridges
9. Bank and Shoreline Stabilization
10. Aquatic Habitat Restoration, Enhancement, and Establishment Activities
11. Fish and Wildlife Harvesting and Attraction Devices and Activities
12. Response Operations, Oil and Hazardous Substances
13. Cleanup of Hazardous and Toxic Waste
14. Scientific Measurement Devices
15. Survey Activities
16. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects
17. Residential, Commercial and Institutional Developments, and Recreational Facilities
18. Aquaculture
19. Mining Activities
20. Living Shorelines
21. Agricultural Activities
22. Reshaping Existing Drainage Ditches, Construction of New Ditches, and Mosquito Management
23. Linear Transportation Projects and Wetland/Stream Crossings
24. Temporary Construction, Access, and Dewatering
25. Emergency Situations

**GP 1. AIDS TO NAVIGATION AND TEMPORARY RECREATIONAL STRUCTURES (Authority: §10)**

(a) The placement of aids to navigation and regulatory markers that are approved by and installed in accordance with the requirements of the U.S. Coast Guard (USCG). See 33 CFR, Part 66; and (b) Temporary buoys, markers, and similar structures placed for recreational use during specific events such as water skiing competitions and boat races or seasonal use. See GC 16.

**Self-Verification Eligible**

1. Aids to navigation and regulatory markers approved by and installed in accordance with the requirements of the USCG.
2. Temporary buoys, markers and similar structures that are: (a) placed for recreational use during specific events and removed within 30 days after event; or (b) placed during winter events on ice and removed before spring thaw. These structures must be authorized by the local harbormaster, not located within an FNP or its buffer zone, and not located in saltmarsh or tidal vegetated shallows.

**Pre-Construction Notification Required**

1. Impacts in saltmarsh or tidal vegetated shallows.
2. Activities that are not SV eligible.

Note: An SVN submittal to USACE is not required for work authorized under SV #1 above.

## **GP 2. MAINTENANCE (Authorities: §10 and §404)**

Repair, rehabilitation, or replacement of any previously authorized<sup>1</sup>, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3 (activities occurring before certain dates), provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction technique requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This GP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the activities above. Maintenance dredging and beach nourishment are not eligible under GP 2 (see GP 7). Stream crossing modifications (including sliplining), replacements or extensions are not eligible under GP 2 (see GPs 6, 17, 23). See GP 25 Emergency Situations for expedited review of emergency activities.

**Not authorized under GP 2 (IP required):** (a) Permanent impacts in >1 acre in non-tidal waters and/or wetlands; or (b) Permanent impacts >1/2 acre in tidal waters; >1000 SF in saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >100 SF in tidal vegetated shallows; or (c) Temporary impacts >1 acre in tidal waters; >5000 SF in saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >1000 SF in vegetated shallows; (d) New stream channelization or stream relocation projects (e.g., those in response to storm or flood events).

### **Self-Verification Eligible**

Maintenance activities that meet all of the following terms:

1. In non-tidal waters, the combined permanent and temporary impacts extending beyond the original footprint are ≤5,000 SF<sup>2</sup> and not located in vegetated shallows or riffle and pool complexes.
2. In tidal waters, the combined permanent and temporary impacts extending beyond the original footprint are ≤5,000 SF, ≤1,000 SF in mudflats and/or natural rocky habitat, and not located in saltmarsh and tidal vegetated shallows.
3. Minor deviations in the repair, rehabilitation, or replacement of previously authorized, currently serviceable structures or fills.
4. Bulkhead replacement in tidal and non-tidal waters via installation of new bulkhead within 18 inches of the existing bulkhead and associated backfill.
5. Drawdown of an impoundment for dam/levee repair provided it does not exceed 18 months and one growing season (April through September).

### **Pre-Construction Notification Required**

1. Discharges associated with removal of accumulated sediments and debris in the vicinity of existing structures, including intake and outfall structures and associated canals.
2. The removal of sediment outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) that is ≥200 linear feet. This activity is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions existing when the structure was built.
3. Dam and flood control or levee repair, rehabilitation, or replacement involves:
  - a. A change in the flood elevation or permanent water surface elevation of the impoundment; or
  - b. Drawdown of impoundment for construction exceeding one growing season (see SV eligible #5);
  - c. Any modification that changes the character, scope, or size of the original fill design; or
  - d. Does not meet SV eligible 1-7.
4. Installation of steel piles, including steel sheet piles, that cannot be done in the dry and where NOAA-ESA listed species are mapped as present.

<sup>1</sup> Some maintenance activities may not be subject to regulation under Section 404 of the CWA in accordance with 33 CFR 323.4(a)(2). Per 33 CFR 330.3, Vested dates are: a) Work performed and structures installed before December 18, 1968 (Section 10); and b) Fill placed before July 25, 1975 (Section 404).

<sup>2</sup> This excludes dam projects that may require a temporary drawdown with impacts >5,000 SF in non-tidal waters. Instead, the drawdown shall comply with SV #5 to be eligible under Self-Verification.

<p>6. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill.</p> <p>7. Work to previously approved tide gates not affecting upstream tidal resource areas.</p>	<p>5. Activities located in the Connecticut River or Merrimack River, unless they are completed in the dry or when the tide is waterward of the work area.</p> <p>6. Activities on USACE properties &amp; USACE-controlled easements.</p> <p>7. Activities that do not require an IP. Activities that do not require a PCN or an IP may be SV eligible.</p>
<p>Notes:</p> <p>1. This authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the CWA §404(f) exemption for maintenance. See 33 CFR 323.4(a)(2). Prior USACE permits may have included authorization to maintain the activity, in which case authorization under this GP is not necessary.</p> <p>2. See GC 22 for information on temporary construction mats.</p>	

### **GP 3. MOORINGS (Authority: §10)**

New moorings and mooring fields; the relocation of previously authorized moorings; expansions, boundary reconfigurations or modifications of previously authorized mooring fields; and maintenance and replacement of moorings.

**Not authorized under GP 3 (IP required):** (a) Moorings or mooring fields converted to or associated with a new boating facility<sup>1</sup>; or (b) Moorings in a USACE Federal Navigation Anchorage or USACE Federal Navigation Channel, except municipal-operated mooring fields.

#### **Self-Verification Eligible**

1. New or relocated moorings that meet all the following terms:
  - a. Authorized by a local harbormaster/municipality under MGL Chapter 91 §10A; and
  - b. No interference with navigation; and
  - c. Single boat, single-point and non-commercial; and
  - d. Not associated with a boating facility, and
  - e. Neither placed within nor impact tidal vegetated shallows (e.g., eelgrass); and
  - f. Not located within a USACE Federal navigation project (FNP) or the FNP buffer zone.
2. Existing, authorized moorings are converted from traditional moorings to low impact mooring technology (see note below) and/or helical anchors.
3. Maintenance and replacement of moorings authorized by the USACE.

#### **Pre-Construction Notification Required**

1. New mooring fields; or expansions, boundary reconfigurations or modifications of existing, authorized mooring fields.
2. Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits of a Federal Anchorage. The buffer zone is equal to 3 times the authorized depth of that channel (see GC 15).
3. New individual moorings located in saltmarsh, mudflats, natural rocky habitat, and tidal vegetated shallows. Locating moorings these areas should be avoided to the maximum extent practicable. If these areas cannot be avoided, plans should show conservation mooring or low-impact mooring systems that prevent mooring chains from resting or dragging on the bottom substrate at all tides, where practicable. USACE may require a survey in areas previously mapped as containing eelgrass or within 100 ft. of existing eelgrass beds to document presence or absence of eelgrass and to determine the appropriate type and amount of compensatory mitigation for impacts to eelgrass.
4. Replacement moorings located in tidal vegetated shallows.
5. Moorings that are not SV eligible and do not require an IP.

#### **Notes:**

1. Low impact mooring systems, including conservation moorings, are encouraged to minimize impacts of chain scouring from conventional moorings during the tidal cycle.
2. An SVN submittal to USACE is not required for work authorized under SV #2-3 above.

<sup>1</sup> Boating facilities are marinas, yacht clubs, boat clubs, boat yards, dockominiums, town facilities, land/homeowner's associations, etc. that provide for a fee, rent or sell mooring or docking space. Not classified as boating facilities are municipal moorings or municipal mooring fields that charge an equitable user fee based only on the actual costs incurred.

#### **GP 4. STRUCTURES IN NAVIGABLE WATERS OF THE U.S. (Authority: §10 & §404)**

New, expansions, reconfigurations or modifications of structures for navigational access in waters of the U.S. including but not limited to temporary/seasonal or permanent pile and pole-supported piers, floats, stairs, shore out hauls, and boat and float lifts.

**Not authorized under GP 4 (IP required):** (a) Structures associated with a new boating facility; (b) Structures in a USACE Federal anchorage or channel; or (c) Artificial reefs.

##### **Self-Verification Eligible**

1. Private, non-commercial piers, floats and lifts that meet all the following terms:
  - a. Piers and floats in: (i) Tidal waters total  $\leq 600$  SF combined; and (ii) Non-tidal navigable waters of the U.S. total  $\leq 600$  SF combined; and
  - b. Piers are  $\leq 4$  feet wide and  $\geq 6$  feet above the marsh substrate (the height is measured from the marsh substrate to the bottom of the lowest longitudinal support); and
  - c. Floats and lifts in tidal waters and non-tidal navigable waters of the U.S. are  $\geq 24$  inches above the substrate during all tidal cycles. Float stops are preferred when site conditions warrant them (i.e., low tide exposes substrate), and skids can only be used in areas where piles are not feasible and on sandy or hard bottom substrates; and
  - d. Piers, floats and lifts: (i) Are  $\geq 25$  feet from previously mapped or existing vegetated shallows, or riparian property line extensions; (ii) Extend  $\leq 25\%$  of the waterway width in non-tidal navigable waters of the U.S. or MHW in tidal navigable waters of the U.S.
  - e. Installation of  $\leq 12$ -inch diameter timber piles. Installation of  $\geq 12$ -inch diameter piles of any material type when installed in the dry.
2. Fenders and similar structures.

##### **Pre-Construction Notification Required**

1. Shore out hauls.
2. Expansions, modifications, or new reconfiguration zones at any authorized boating facility.
3. New, expansions, reconfigurations, reconfiguration zones, or modifications of structures that provide public, community or government recreational uses such as boating, fishing, swimming, access, etc.
4. Installation of steel piles, including steel sheet piles, that cannot be done in the dry and where NOAA-ESA listed species are mapped as present.
5. Located within the buffer zone of the horizontal limits of an FNP (GC 15).
6. Miscellaneous structures.
7. Impacts in tidal vegetated shallows.
8. Structures that are not SV eligible and do not require an IP.

##### **Notes:**

1. See GC 19 regarding pile driving and pile removal in navigable waters and
2. See GC 20 regarding time of year restrictions in tidal waters.
3. Boating facilities are facilities that provide for a fee, rent, or sell mooring space, such as marinas, yacht clubs, boat clubs, boat yards, town facilities, dockominiums, etc. Pile supported structures with no discharges of dredged or fill material are not regulated by USACE in non-navigable waters.
4. A SVN submittal to USACE is not required for SV #2 above.

**GP 5. BOAT RAMPS AND MARINE RAILWAYS (Authorities: §10 and §404)**

Activities required for the construction of boat ramps and marine railways, including excavation and fill.

**Not authorized under GP 5 (IP required):** (a) Permanent impacts that are >1 acre in non-tidal waters of the U.S., >½ acre in tidal waters; >1000 SF in saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >100 SF in tidal vegetated shallows; (b) Temporary impacts in tidal waters that are >1 acre; >5000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1000 SF in vegetated shallows<sup>1</sup>; or (c) dredging in navigable waters of the U.S. (see GP 7).

**Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are (a) ≤5,000 SF, and (b) not located in riffle and pool complexes and non-tidal vegetated shallows.

2. In tidal waters, the combined permanent and temporary impacts are (a) ≤5,000 SF, (b) ≤1,000 SF in mudflats and/or natural rocky habitat, and (c), not located in saltmarsh and tidal vegetated shallows.

**Pre-Construction Notification Required**

1. Boat ramps are located within 25 feet of property line extensions unless the properties are owned by the same owner. The USACE may require a letter of no objection from the abutter(s).

2. Activities that are not eligible for SV and do not require an IP.



**GP 6. UTILITY LINES, OIL OR NATURAL GAS PIPELINES, OUTFALL OR INTAKE STRUCTURES, AND APPURTENANT FEATURES (Authorities: §10 & §404)**

Activities required for: (a) The construction, maintenance, repair or removal of utility lines, oil or natural gas pipelines<sup>1</sup>, outfall or intake structures<sup>2</sup>, and appurtenant features including the associated excavation, backfill, or bedding for these structures. (b) The construction, maintenance, or expansion of substations and other appurtenant facilities associated with a utility line, oil or natural gas pipeline, and outfall or intake structure in non-tidal waters of the U.S.; and (c) The construction and maintenance of foundations for overhead utility line towers, poles, and anchors in tidal and non-tidal waters of the U.S., provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible. This GP authorizes the construction of access roads to facilitate construction of the above activities provided the activity, in combination with all other activities included in one single and complete project, does not exceed the thresholds identified below (IP required). Access roads used solely for construction of the utility line must be removed upon completion of the work. This GP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the activities above.<sup>3</sup>

**Not authorized under GP 6 (IP required):** (a) Permanent impacts for any single and complete project that are >1 acre in non-tidal waters of the U.S.; >½ acre in tidal waters; >1000 SF in saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >100 SF in tidal vegetated shallows; (b) Temporary impacts in tidal waters that are >1 acre; >5000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1000 SF in vegetated shallows; (c) Stormwater treatment or detention systems, or subsurface sewage disposal systems in waters of the U.S.; or (d) New tide gates that do not meet SV criteria below.

**Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are (a) ≤5,000 SF, and (b) not located in riffle and pool complexes and non-tidal vegetated shallows.
2. In tidal waters, the combined permanent and temporary impacts are (a) ≤5,000 SF, (b) ≤1,000 SF in mudflats and/or natural rocky habitat, and (c), not located in saltmarsh and tidal vegetated shallows.
3. Intake structures that are dry hydrants used exclusively for firefighting activities with no stream impoundments.
4. New tide gates on outfall structures for pipes conveying stormwater and/or industrial NPDES-permitted discharges from waters that are not waters of the U.S.

**Pre-Construction Notification Required**

1. New outfall and/or intake structures.
2. Unconfined work or silt producing activities in streams with diadromous fish.
3. Submarine cables, conduits, or pipelines that occur in, over or under navigable waters of the U.S.
4. Stream channelization, relocation, impoundment, or loss of streambed occurs.
5. The activity is placed within and runs parallel to or along a streambed within waters of the U.S.
6. There is a permanent change in preconstruction contours in waters of the U.S.
7. Installation of utility lines or gas/oil pipelines using trench excavation where material is temporarily sidecast into waters of the U.S. for >3 months. Applicants must demonstrate how the material would not be dispersed by currents or other forces.
8. Activities that are not SV eligible and do not require an IP.

<sup>1</sup> See the definitions of a “utility line” and “oil or natural gas pipeline” in Section VII.

<sup>2</sup> Outfall structures must be in compliance with regulations issued under the National Pollutant Discharge Elimination System Program (Section 402 of the Clean Water Act).

<sup>3</sup> Temporary impacts shall comply with all GCs, including GC 32 Utility Line Installation and Removal.

**GP 7. DREDGING (Authority: §10), DISPOSAL OF DREDGED MATERIAL (Authorities: §10, §404), BEACH NOURISHMENT (Authorities: §10 & §404), ROCK REMOVAL (Authority: §10) AND ROCK RELOCATION (Authorities: §10 & §404)**

New, improvement and maintenance dredging (see notes below) including: (a) Disposal of dredged material at a confined aquatic disposal cell, beach nourishment location, near shore site, or ocean disposal site selected under Section 404 of the Clean Water Act pursuant to the 404(b)(1) Guidelines, provided the dredged material meets the requirements for such disposal; (b) Beach nourishment not associated with dredging; and (c) Rock removal and relocation for navigation.

**Not authorized under GP 7 (IP required):** (a) Dredging where ocean disposal is required for the disposal of dredged material (Section 103); New dredging >½ acre; ≥10,000 CY; >1000 SF permanent impacts to intertidal areas, saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >100 SF permanent impacts to tidal vegetated shallows; (b) Maintenance or improvement dredging and/or disposal with >1 acre of impacts to intertidal areas, saltmarsh, mudflats, riffle and pool complexes, or non-tidal vegetated shallows; (c) New dredging where the primary purpose is sand mining for beach nourishment; (d) Beach scraping; (e) Boulder removal and relocation for navigation >½ acre; or (f) Blasting.

**Self-Verification Eligible**

1. Maintenance dredging of previously dredged areas, with upland disposal, that meet all of the following terms:
  - a. Dredged area ≤1/2 acre; and
  - b. Activities comply with GC 20, TOY Restrictions. The time-of-year restriction(s) stated in Appendix B of the MA Division of Marine Fisheries (DMF) Technical Report TR-47<sup>1</sup> can apply instead if the general TOY restriction if a TOY is provided for a specific waterbody and is less restrictive. This is to protect endangered species, EFH, and other species; and
  - c. The dredge footprint is located >25' from salt marsh or >100' from vegetated shallows; and
  - d. Combined permanent and temporary impacts that are (i) ≤1,000 SF in mudflats or natural rocky habitat, or (ii) ≤5,000 SF within intertidal habitat and areas containing shellfish (an area contains shellfish unless: it is verified that minimal shellfish are present per the local shellfish constable or a shellfish survey; or it is not mapped as a MassGIS shellfish suitability area).
  - e. No return water from upland disposal areas.
2. Boulder relocation with ≤1,000 SF of impacts, relocated to a similar depth and substrate.

**Pre-Construction Notification Required**

1. Maintenance dredging where the primary purpose is sand mining for beach nourishment.
2. New dredging and associated disposal ≤1/2 acre or <10,000 cubic yards.
3. Improvement dredging.
4. Beach nourishment in waters of the U.S. not associated with dredging.
5. Activities that are located in saltmarsh and tidal vegetated shallows.
6. Dredging in a Federal Navigation Project or within the buffer zone (see GC 15).
7. Activities that are not eligible for SV and do not require an IP.

**Notes:**

1. See Section VII for definitions of improvement and maintenance dredging.
2. For PCN activities, the USACE may waive or adjust the time of year requirement on a case-by-case basis after consultation with resource agencies.
3. Disposal site of any dredged material must be identified prior to obtaining USACE authorization.
4. Contact the USACE if a ten-year authorization to maintain an area is desired.

<sup>1</sup> The MA DMF Technical Report TR-47: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>

**GP 8. U.S. COAST GUARD APPROVED BRIDGES (Authorities: §404)**

Discharges of dredged or fill material incidental to the construction and modification of bridges across navigable waters of the U.S., including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided that the USCG authorizes the construction of the bridge structure under Section 9 of the Rivers and Harbors Act of 1899 or other applicable laws. A USCG Authorization Act Exemption or a Surface Transportation and Uniform Relocation Assistance Act (STURRA) (144h) exemption do not constitute USCG authorization.

**Not authorized under GP 8 (IP Required):** Causeways and approach fills (see GP 23).

**Self-Verification Eligible**

1. Discharges of dredged or fill material that are incidental to the construction of bridges across navigable waters and meet all of the following:
  - a. Combined permanent and temporary impacts that are  $\leq 5,000$  SF.
  - b. Combined permanent and temporary impacts that are  $\leq 1,000$  SF in mudflats and natural rocky habitat.
  - c. Not located in saltmarsh and tidal vegetated shallows.

**Pre-Construction Notification Required**

1. Activities on USACE properties & USACE controlled easements.
2. Installation of steel piles, including steel sheet piles, that cannot be done in the dry and where NOAA-ESA listed species are mapped as present.
3. Activities that are not eligible for SV and do not require an IP.

**Notes:**

1. GP 8 is not applicable to bridges over inland waters or wetlands that are not tidally influenced or regulated as navigable under Section 10.
2. See eligibility criteria for GPs 2 & 23 for projects that are not subject to USCG regulations.

### **GP 9. BANK AND SHORELINE STABILIZATION (Authorities: §10 & §404)**

Bank stabilization activities necessary for erosion protection along the banks of lakes, ponds, streams, estuarine and ocean waters, and any other open waters. Includes bulkheads, seawalls, riprap, revetments, living seawalls, or slope protection & similar structures, specifically for the purpose of shoreline protection. This GP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the activities above.

Activities must meet the following criteria: (a) No material is placed in excess of the minimum needed for erosion protection; (b) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the U.S.; (c) No material is 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); (d) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization; (e) The activity is not a stream channelization activity; and (f) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This GP authorizes those maintenance and repair activities if they require authorization. This GP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. See GP 20 for living shoreline stabilization structures or fills.

**Not authorized under GP 9 (IP required):** (a) New bank stabilization >500 feet in total length (>1,000 linear feet in total length when necessary to protect transportation infrastructure) or permanent loss of saltmarsh >1,000 SF, unless the District Engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects (an exception is for bulkheads – the district engineer cannot issue a waiver for a new bulkhead that is >1,000 feet in length along the bank); (b) Stream channelization or relocation activities; or (c) Breakwaters, groins or jetties.

#### **Self-Verification Eligible**

1. Activities in tidal and non-tidal waters that are:
  - a. <200 feet in length.
  - b. <400 feet in length when necessary to protect transportation infrastructure.
  - c. ≤1 cubic yard of fill per linear foot average along the bank waterward of the plane of OHW or HTL.
  - d. Not located in non-tidal wetlands, saltmarsh, vegetated shallows.

#### **Pre-Construction Notification Required**

1. Activities in tidal and non-tidal waters that are:
  - a. ≥200 feet to ≤500 feet in total length. Activities >500 feet in total length must have a written waiver from USACE.
  - b. ≥400 feet to ≤1,000 feet in total length when necessary to protect transportation infrastructure. Activities >1,000 feet in total length must have a written waiver from USACE.
  - c. >1 cubic yard of fill per linear foot average along the bank waterward of the plane of OHW or HTL.
  - d. Located in non-tidal wetlands, saltmarsh, vegetated shallows.
2. Activities with permanent loss of tidal or non-tidal waters that is (a) ≥5,000 SF or (b) ≥1,000 SF in mudflats and natural rocky habitat.
3. Activities that are (a) located in the Connecticut River or Merrimack River and/or (b) require installation of steel piles/steel sheet piles that cannot be done in the dry where NOAA ESA-listed species are mapped as present.
4. Activities on USACE properties & USACE-controlled easements.
5. Activities that require grouted riprap and/or poured/unformed concrete.
6. Activities that are not eligible for SV and do not require an IP.

Note: The applicant shall comply with GC 24. This includes utilization of bioengineering techniques in lieu of hard armoring to the maximum extent practicable as site conditions allow.

**GP 10. AQUATIC HABITAT RESTORATION, ENHANCEMENT, AND ESTABLISHMENT ACTIVITIES**  
**(Authorities: §10 and §404)**

Activities for the restoration, enhancement and establishment of non-tidal and tidal wetlands and riparian areas, including invasive, non-native or nuisance species control; the restoration and enhancement of non-tidal streams and other non-tidal open waters; the relocation of non-tidal waters, including non-tidal streams & associated wetlands for reestablishment of a natural stream morphology and reconnection of the floodplain; the restoration and enhancement of shellfish, finfish and wildlife; and the rehabilitation or enhancement of tidal streams, tidal wetlands and tidal open waters; provided those activities result in net increases in aquatic resource functions and services. See GP 9 for bank and shoreline stabilization. See GP 20 for living shorelines.

**Not authorized under GP 10 (IP required):** Stream channelization activities and artificial reefs.

**Self-Verification Eligible**

1. In tidal and non-tidal waters excluding tidal vegetated shallows, the combined permanent and temporary impacts are ≤5,000 SF.
2. Eelgrass (vegetated shallows) planting and transplanting ≤100 SF in tidal waters.

**Pre-Construction Notification Required**

1. In tidal and non-tidal waters excluding tidal vegetated shallows, the combined permanent and temporary impacts are >5,000 SF.
2. Eelgrass (vegetated shallows) planting and transplanting >100 SF in tidal waters.
3. Permanent water impoundments, dam removal, fish ladders, or tide gates.
4. Stream relocation, impoundment, or loss of streambed occurs.
5. Runneling projects with the purpose of restoring saltmarsh by removing excess water that ponds on the saltmarsh surface.
6. The conversion of: (a) a stream or natural wetlands to another aquatic habitat type (e.g., stream to wetland or vice versa, wetland to pond, etc.) or uplands, (b) one wetland type to another (e.g., forested wetland to an emergent wetland).
7. Activities in the Connecticut River from the Turners Falls Dam to the MA/CT border, or Merrimack River from the Essex Dam to the mouth, involving permanent or temporary impacts unless they are performed <5 feet waterward from OHW or HTL and in the dry. This is to protect endangered species.
8. Activities on USACE properties & USACE-controlled easements.
9. Activities that are not eligible for SV and do not require an IP.

**Notes:**

1. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type.
2. See RGL 18-01 for guidance on removal of obsolete dams and other structures from rivers and streams. <https://www.usace.army.mil/missions/civil-works/regulatory-program-and-permits/guidance-letters/>
3. An ecological reference site may be used for a design basis of the restoration activity. The reference site should possess characteristics of an intact aquatic habitat or riparian area that exists in the region. The reference site shall represent the target habitat type of the proposed activity. A reference site may be required at the discretion of USACE.

**GP 11. FISH AND WILDLIFE HARVESTING AND ATTRACTION DEVICES AND ACTIVITIES****(Authorities: §10 and §404)**

Fish and wildlife harvesting and attraction devices and activities in waters of the U.S. such as pound nets, crab traps, crab and shellfish dredging, eel pots, lobster traps, duck blinds, clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open-water fish concentrators (sea kites, etc.).

**Not authorized under GP 11 (IP required):** Artificial reefs; or new, or expansions of, impoundments and semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster with an impounded area  $> \frac{1}{2}$  acre.

**Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are (a)  $\leq \frac{1}{2}$  acre, and (b) not located in riffle and pool complexes and non-tidal vegetated shallows.
2. Fish and wildlife harvesting and attraction devices and activities that do not require a PCN or IP.

**Pre-Construction Notification Required**

1. Pound nets, impoundments or semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster with an impounded area  $\leq \frac{1}{2}$  acre, fish aggregating devices, or small fish attraction devices.
2. Devices and activities that are located in tidal vegetated shallows, mud flats, or saltmarsh.
3. Devices and activities that do not require an IP.

Note: An SVN submittal to USACE is not required for work authorized under GP 11.

**GP 12. RESPONSE OPERATIONS, OIL AND HAZARDOUS SUBSTANCES (Authorities: §10 & §404)**

(a) Activities conducted in response to a discharge or release of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) including containment, cleanup, and mitigation efforts, provided that the activities are done under either: (i) The Spill Prevention, Control and Countermeasure Plan required by 40 CFR 112.3; (ii) The direction or oversight of the Federal on-scene coordinator designated by 40 CFR 300; or (iii) Any approved existing State, regional or local contingency plan provided that the Regional Response Team concurs with the proposed response efforts or does not object to the response effort; (b) Activities required for the cleanup of oil releases in waters of the U.S. from electrical equipment that are governed by EPA's polychlorinated biphenyl (PCB) spill response regulations at 40 CFR 761; (c) Booms placed in navigable waters of the U.S. for oil and hazardous substance containment, absorption and prevention; and (d) The use of structures and fills for spill response training exercises. Wetlands, vegetated shallows, mudflats, and riffle and pool complexes should be restored in place at the same elevation.

**Self-Verification Eligible**

1. Activities are conducted in accordance with (a) or (b) above that are not planned or scheduled, but an emergency response (see Note 1).
2. Booms placed in navigable waters of the U.S. for oil and hazardous substance containment, absorption and prevention.
3. Temporary impacts for spill response training exercises ≤5000 SF in non-tidal waters and ≤1000 SF in tidal waters with no impacts to wetlands, saltmarsh, mudflats, or vegetated shallows.
4. Temporary structures in tidal waters with no impacts to wetlands, saltmarsh, mudflats, vegetated shallows, or riffle and pool complexes and in place ≤30 days.

**Pre-Construction Notification Required**

1. Activities (a) or (b) above are planned or scheduled, not an emergency response; or
2. Activities that are not eligible for SV and do not require an IP.

**Notes:**

1. For emergency response activities in the Connecticut River from the Turners Falls Dam to the MA/CT border, Merrimack River from the Essex Dam to the mouth, and remaining tidal waters that are not rivers, the permittee must contact the USACE at (978) 318-8338 before or as soon as possible after the work authorized under GP 12(a) - (c) commences for the USACE to address effects under the Endangered Species Act.
2. An SVN submittal to USACE is not required for booms used for spill prevention, or properly contained and cleaned de minimus oil or hazardous substance discharges into navigable waters of the U.S.

**GP 13. CLEANUP OF HAZARDOUS AND TOXIC WASTE (Authorities: §10 and §404)**

Specific activities required to affect the containment, stabilization, or removal of hazardous or toxic waste materials, including court ordered remedial action plans or related settlements, which are performed, ordered or sponsored by a government agency with established legal or regulatory authority.

**Not authorized under GP 13:** (a) Establishment of new disposal sites; or (b) Expansion of existing sites used for the disposal of hazardous or toxic waste.

**Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are (a)  $\leq 5,000$  SF, and (b) not located in vegetated shallows and riffle and pool complexes.

**Pre-Construction Notification Required**

1. In non-tidal waters, the combined permanent and temporary impacts are (a)  $> 5,000$  SF, and (b) located in vegetated shallows and riffle and pool complexes.

2. Permanent and temporary impacts in tidal waters or navigable waters of the U.S.

3. Stream channelization, relocation, impoundment, or loss of streambed occurs.

4. Activities that are not eligible for SV and do not require an IP.

**Notes:**

1. Wetlands, vegetated shallows, mudflats, and riffle and pool complexes should be restored in place at the same elevation to the maximum extent practicable.

2. Activities undertaken entirely on a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site by authority of CERCLA, are not required to obtain permits under Section 404 of the CWA or Section 10 of the Rivers and Harbors Act.



#### **GP 14. SCIENTIFIC MEASUREMENT DEVICES (Authorities: §10 and §404)**

Scientific measurement devices for measuring and recording scientific data, such as staff gauges, tide and current gauges, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures. Also eligible are small weirs and flumes constructed primarily to record water elevation, flow and/or velocity. Upon completion of the use of the device to measure and record scientific data, the measuring device and any other structures or fills associated with that device (e.g., foundations, anchors, buoys, lines, etc.) must be removed to the maximum extent practicable and the site restored to preconstruction elevations.

**Not authorized under GP 14 (IP required):** (a) Permanent impacts that are >5,000 SF in tidal and non-tidal waters of the U.S.; >1000 SF in tidal saltmarsh, mud flats, riffle and pool complexes; or >100 SF in tidal vegetated shallows; or (b) Temporary impacts in tidal waters that are >1 acre, unless the District Engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects; >5000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1000 SF in vegetated shallows.

##### **Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are (a)  $\leq 5,000$  SF, (b) not located in riffle and pool complexes and non-tidal vegetated shallows.
2. In tidal waters, the combined permanent and temporary impacts are (a)  $\leq 5,000$  SF, (b)  $\leq 1,000$  SF in mudflats and/or natural rocky habitat, (c) not located in saltmarsh and tidal vegetated shallows.
3. Temporary, non-biological sampling devices in waters that do not restrict or concentrate movement of aquatic organisms and will not adversely affect the course, condition, or capacity of a waterway for navigation.
4. Scientific measurement devices, and small weirs and flumes constructed primarily to record water quantity and velocity provided the discharge of fill is limited to 25 cubic yards. These cannot obstruct or restrict the waterway course, condition, capacity, and location.
5. Temporary measuring devices and associated structures (e.g., anchors, buoys, etc.) in tidal and non-tidal waters that do not require a PCN or IP.

##### **Pre-Construction Notification Required**

1. Biological sampling devices, weirs or flumes, or the activity restricts or concentrates movement of aquatic organisms.
2. Permanent towers located in navigable waters that record and measure scientific data.
3. Devices that are not eligible for SV and do not require an IP.

Note: An SVN submittal to USACE is not required for temporary measuring devices with a footprint of <10 SF, with a profile of <3 feet high measured from the substrate and located in water deeper than -10 feet MLW.

### **GP 15. SURVEY ACTIVITIES (Authorities: §10 and §404)**

Survey activities such as soil borings, core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, sample plots or transects for wetland delineations, and historic resources surveys.

**Not authorized under GP 15 (IP required):** (a) Permanent impacts that are >1 acre in tidal and non-tidal waters; >1000 SF in tidal saltmarsh, mud flats, or riffle and pool complexes; or >100 SF in tidal vegetated shallows; or (b) Temporary impacts in tidal waters that are >1 acre, unless the District Engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects; >5000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1000 SF in vegetated shallows.

#### **Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are (a)  $\leq 5,000$  SF, (b) not located in riffle and pool complexes and non-tidal vegetated shallows.
2. In tidal waters, the combined permanent and temporary impacts are (a)  $\leq 5,000$  SF, (b)  $\leq 1,000$  SF in mudflats and/or natural rocky habitat, (c) not located in saltmarsh and tidal vegetated shallows.

#### **Pre-Construction Notification Required**

1. Exploratory trenching (see Note 2) occurs in waterways (e.g., streams, tidal waters).
2. Activities associated with the recovery of historic resources, and the drilling and discharge of excavated material from test wells for oil and gas exploration.
3. Seismic exploratory operations occur in tidal waters, the Connecticut River from the Turners Falls Dam to the MA/CT border, or the Merrimack River from the Essex Dam to the mouth. This is to protect endangered species.
4. Activities that are not eligible for SV and do not require an IP.

#### **Notes:**

1. An SVN submittal is not required for wetland delineations, and core sampling conducted for preliminary evaluation of dredge project analysis.
2. For the purposes of GP 15, the term “exploratory trenching” means mechanical land or underwater clearing of the upper soil profile to expose bedrock or substrate for the purpose of mapping or sampling the exposed material.
3. The discharge of drilling mud and cuttings may require a permit under §402 of the CWA.

**GP 16. LAND AND WATER-BASED RENEWABLE ENERGY GENERATION FACILITIES (Authorities: §10 and §404), AND HYDROPOWER PROJECTS (Authority: §10 and §404)**

Structures and work in tidal waters and discharges of dredged or fill material into tidal and non-tidal waters for the construction, expansion, modification or removal of: (a) Land-based renewable energy production facilities (e.g., solar, wind, biomass, geothermal) and their attendant features; (b) Water-based wind or hydrokinetic renewable energy generation projects and their attendant features; and (c) Discharges of dredged or fill material associated with hydropower projects. Attendant features may include, but are not limited to, land-based collection and distribution facilities, control facilities, and parking lots. For each single and complete project in (b) above, no more than 10 generation units (e.g., wind turbines or hydrokinetic devices) are authorized in navigable waters of the U.S. Upon completion of the pilot project (see note 2), the generation units, transmission lines, and other structures or fills associated with the pilot project must be removed to the maximum extent practicable.

**Not authorized under GP 16 (IP required):** (a) Permanent impacts that are >1 acre in non-tidal waters, >½ acre in tidal waters; >1000 SF in saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >100 SF in vegetated shallows; or (b) Temporary impacts in tidal waters that are >1 acre; >5000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1000 SF in vegetated shallows.

**Self-Verification Eligible**

In non-tidal waters, the combined permanent and temporary impacts for land-based activities are (a) ≤5,000 SF, (b) not located in riffle and pool complexes and non-tidal vegetated shallows.

**Pre-Construction Notification Required**

1. In non-tidal waters, the combined permanent and temporary impacts for land-based activities are (a) >5000 SF, or (b) located in vegetated shallows or riffle and pool complexes.
2. Permanent and temporary impacts in tidal waters.
3. Water-based wind or hydrokinetic renewable energy generation projects, and hydropower projects.
4. For all activities eligible for authorization under GP 16:
  - a. The activity occurs in tidal waters or in, over or under navigable waters.
  - b. Stream channelization, relocation, impoundment, or loss of streambed occurs.
5. Activities that are not eligible for SV and do not require an IP.

**Notes:**

1. Utility lines constructed to transfer the energy from the land-based renewable generation or collection facility to a distribution system, regional grid, or other facility may be authorized by GP 6.
2. For the purposes of this GP, the term “pilot project” means an experimental project where the renewable energy generation units will be monitored to collect information on their performance and environmental effects at the project site.

**GP 17. RESIDENTIAL, COMMERCIAL AND INSTITUTIONAL DEVELOPMENTS AND RECREATIONAL FACILITIES (AUTHORITIES: §404)**

Discharges of dredged or fill material into non-tidal waters for the construction or expansion of: (a) Residences and residential subdivisions; (b) Residential, commercial and institutional building foundations and building pads; and (c) Recreational facilities such as playgrounds, playing fields, bikeways, trails, etc. This GP also authorizes attendant features that include, but are not limited to, roads, parking lots, garages, yards, and utility lines, and stormwater management facilities. This GP authorizes attendant features if they are necessary for the use of the project purpose.

**Not authorized under GP 17 (IP required):** (a) Permanent impacts that result in loss of non-tidal waters >1/2 acre; >1000 SF in riffle and pool complexes or vegetated shallows; or (b) Subsurface sewerage disposal systems in non-tidal waters.

**Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are (a) <5,000 SF, and (b) not located in riffle and pool complexes and non-tidal vegetated shallows.

2. Stream channelization or relocation resulting in loss of streambed that is <200 LF.

**Pre-Construction Notification Required**

1. In non-tidal waters, the combined permanent and temporary impacts are (a) ≥5,000 SF, or (b) located in riffle and pool complexes or non-tidal vegetated shallows.

2. Stream and wetland crossings that require a PCN per GCs 20 TOY Restrictions and GC 31 Stream Work and Crossings & Wetland Crossings.

3. Stream channelization or relocation resulting in loss of streambed that is ≥200 LF. Stream impoundment activities of any kind.

4. Activities on USACE properties & USACE-controlled easements.

5. Activities that are not SV eligible and do not require an IP.

**Notes:**

1. Stream and wetland crossings (permanent and temporary), including those built with construction mats; and modifications (including sliplining), replacements or extensions to existing crossings.
2. See GC 22 for information on temporary construction mats.
3. Subdivisions: For residential subdivisions, the aggregate total loss of waters of United States authorized by this GP cannot exceed 1/2-acre. This includes any loss of waters of the United States associated with development of individual subdivision lots.

## **GP 18. AQUACULTURE (Authorities: §10 and §404)**

(a) The installation of buoys, floats, racks, trays, nets, lines, tubes, containers, and other structures into navigable waters of the U.S.; (b) Discharges of dredged or fill material into tidal and non-tidal waters necessary for shellfish seeding, rearing, cultivating, transplanting, and harvesting activities; and (c) Shellfish seeding or brushing the flats projects. Any fill material imported to the project from offsite (this is limited to mineral growth medium used in culture trays) shall be clean and of comparable grain size to the native substrate. Activities authorized under this GP must have (a) their MA DMF Aquaculture Certificate letter for licensed shellfish aquaculture sites, (b) documentation that the applicant has coordinated with the U.S. Coast Guard regarding USCG Private Aids to Navigation standards, (c) their MEPA Certificate (if required), and (d) documentation that the applicant has contacted their local authorities (ex. harbormaster, select board, shellfish constable) for authorization of their facility.

**Not authorized under GP 18 (IP required):** (a) New, or expansions of, impoundments and semi-impoundments of tidal and non-tidal waters for the culture or holding of motile species such as lobster with an impounded area  $> \frac{1}{2}$  acre; (b) Cultivation of a nonindigenous species (see Note 1) unless that species has been previously cultivated in the waterbody; (c) Cultivation of an aquatic nuisance species (see Note 1); (d) Attendant features such as docks, piers, boat ramps (see GP 4); (e) stockpiles, staging areas, or the deposition of shell material back into tidal and non-tidal waters as waste.

### **Self-Verification Eligible**

1. In tidal waters, a new lease site area is (a)  $\leq 2$ -acre, (b) not located in salt marsh, natural rocky habitat, or tidal vegetated shallows.
2. In tidal waters, expansions of existing lease sites not to exceed 2 acres for the entire site (e.g. 1 acre lease site increasing to a 2 acre lease site may qualify as SV). A PCN is required for expansions in salt marsh, natural rocky habitat, and tidal vegetated shallows.
3. Cages, racks that are elevated  $\geq 2$  feet above the ocean floor with legs within a lease site with  $\leq 4$  buoys marking the corners.
4. Floating cage strings with a single connecting line,  $\leq 2$  anchors and  $\leq 2$  end marker buoys per string within a lease site with  $\leq 4$  buoys marking the corners.
5. No activities located within 25 feet of tidal vegetated shallows.
6. Culture only indigenous species.
7. Not located in FNP or within a distance of three times the authorized depth of an FNP (see GC 15).
8. Not located in or impinge upon the value of any National Lands or Federal Properties.
9. Floating upweller docks that total  $\leq 600$  SF in area.

### **Pre-Construction Notification Required**

1. Discharges of fill material associated with aquaculture  $> 5,000$  SF.
2. Research, educational, commercial-viability or experimental aquaculture gear activities  $> 1,000$  SF.
3. Kelp or finfish aquaculture.
4. Land-based hatchery intakes  $> 3$  inches in diameter.
5. Activities in water depths  $> 10$  feet mean low lower water (MLLW).
6. Activities with in-water lines, ropes or chains that are not SV eligible (see #3-4).
7. Activities occur in the Connecticut River from the Turners Falls Dam to the MA/CT border or the Merrimack River from the Essex Dam to the mouth. This is to protect endangered species.
8. New, or expansions of, impoundments and semi-impoundments for the culture or holding of motile species such as lobster with an impounded area  $\leq \frac{1}{2}$  acre.
9. Activities that do not require an IP. Activities that do not require a PCN or an IP may be SV eligible.

Note: The Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 defines: (a) nonindigenous species as “any species or other viable biological material that enters an ecosystem beyond its historic range, including any such organism transferred from one country into another”; and (b) aquatic nuisance species as “a nonindigenous species that threatens the diversity or abundance of native species or the ecological stability of infested waters, or commercial, agricultural, aquacultural, or recreational activities dependent on such waters.”

**GP 19. MINING ACTIVITIES (Authorities: §10 and §404)**

Discharges of dredged or fill material into non-tidal waters for mining activities, except for coal mining and metallic mineral mining activities.

**Not authorized under GP 19 (IP required):** (a) Permanent impacts >1 acre in non-tidal waters; or (b) Activities in tidal waters.

**Self-Verification Eligible**

In non-tidal waters, the combined permanent and temporary impacts are (a)  $\leq 5,000$  SF, and (b) not located in riffle and pool complexes, non-tidal vegetated shallows, and streams.

**Pre-Construction Notification Required**

1. In non-tidal waters, the combined permanent and temporary impacts are (a)  $> 5,000$  SF, or (b) located in riffle and pool complexes, non-tidal vegetated shallows, and streams.
2. The activity occurs in non-tidal navigable waters of the U.S.
3. Stream channelization, relocation, impoundment, loss of streambed, or discharge of tailings into streams occurs.
4. Work on USACE properties & USACE-controlled easements.
5. Activities that are not eligible for SV and do not require an IP.

## **GP 20. LIVING SHORELINES<sup>1</sup> (Authorities: §10 and §404)**

Construction and maintenance of living shorelines to stabilize banks and shores in tidal waters. In non-tidal waters that are not subject to the ebb and flow of the tide, nature-based bank stabilization techniques such as bioengineering and vegetative stabilization may be authorized by GP 9. This GP authorizes those maintenance and repair activities in-kind that are necessary to address changing environmental conditions.

The following terms must be met for both SVs and PCNs as applicable: (a) Coir logs, coir mats, stone, native oyster shell, native wood debris, and other structural materials must be adequately anchored, of sufficient weight, or installed in a manner that prevents relocation in most wave action or water flow conditions, except for extremely severe storms; (b) For living shorelines consisting of tidal fringe wetlands, native plants appropriate for current site conditions, including salinity and elevation, must be used if the site is planted by the permittee; (c) Discharges of dredged or fill material into waters of the U.S., and oyster or mussel reef structures in navigable waters, must be the minimum necessary for the establishment and maintenance of the living shoreline; (d) If sills or other structural materials per PCN #4 must be constructed to protect fringe wetlands for the living shoreline, those structures must be the minimum size necessary to protect those fringe wetlands; (e) The activity must be designed, constructed, and maintained so that it has no more than minimal adverse effects on water and sediment movement between the waterbody and the shore and the movement of aquatic organisms between the waterbody and the shore; and (f) The living shoreline must be properly maintained and monitored, which may require periodic repair of sills, bioengineered components, or replacing sand fills after severe storms or erosion events. Vegetation may be replanted to maintain the living shoreline.

**Not authorized under GP 20 (IP required):** (a) The activity is  $\geq 1000$  feet in length along the bank ( $\geq 2000$  LF both banks) unless waived by the District Engineer; or (b) The activity is  $>30$  feet channel ward of mean low water in tidal waters; or (c) Upland reclamation activities; or (d) Stream channelization or relocation activities; or (e) Breakwaters, groins, jetties, or artificial reefs; or (f) Permanent impacts  $>1,000$  SF in existing saltmarsh;  $>100$  SF in existing tidal vegetated shallows.

### **Self-Verification Eligible**

1. Tidal and non-tidal living shorelines  $\leq 100$  LF for each bank ( $\leq 200$  LF for both banks).
2. Combined permanent and temporary impacts  $\leq 5,000$  SF in tidal waters, excluding existing salt marsh, tidal vegetated shallows, natural rocky habitat, and mudflats.

### **Pre-Construction Notification Required**

1. Tidal and non-tidal living shorelines  $>100$  LF to  $<1000$  LF ( $>200$  LF to  $<2000$  LF for both banks).
2. Permanent and temporary impacts in existing salt marsh, tidal vegetated shallows, or mudflats.
3. Work on USACE properties & USACE-controlled easements.
4. Use of stone sills, native oyster shell, native wood debris, or other structural materials.

### **Notes:**

1. PCNs require monitoring for a minimum of 5 years in accordance with an approved restoration plan, unless otherwise determined by the USACE. The first year of monitoring will be the first year that the site has been through a full growing period after completion of construction and planting.
2. Applicants are encouraged to obtain a MEPA certificate prior to submitting a USACE permit application.

<sup>1</sup> A living shoreline has a footprint that is made up mostly of native material. It incorporates vegetation or other living, natural “soft” elements alone or in combination with some type of harder shoreline structure (e.g., oyster or mussel reefs or rock sills) for added protection and stability. Living shorelines should maintain the natural continuity of the land-water interface and retain or enhance shoreline ecological processes. Living shorelines must have a substantial biological component, either tidal or lacustrine fringe wetlands or oyster or mussel reef structures.

**GP 21. AGRICULTURAL ACTIVITIES (Authority: §404)**

Discharges of dredged or fill material in non-tidal waters for agricultural activities, including the construction of building pads for farm buildings. Authorized activities include: (a) installation, placement, or construction of drainage tiles, ditches, or levees; mechanized land clearing; land leveling; the relocation of existing serviceable drainage ditches; and similar activities; (b) construction of farm ponds, excluding perennial streams, provided the farm pond is used solely for agricultural purposes; and (c) discharges of dredged or fill material to relocate existing serviceable drainage ditches constructed in non-tidal streams.

**Not authorized under GP 21 (IP required):** (a) Permanent impacts that are >1 acre in non-tidal waters; or >1000 SF in riffle and pool complexes, or non-tidal vegetated shallows; (b) Work in tidal waters; or (c) Construction of farm ponds in perennial streams.

**Self-Verification Eligible**

In non-tidal waters, the combined permanent and temporary impacts are (a) ≤5,000 SF, and (b) not located in riffle and pool complexes and non-tidal vegetated shallows.

**Pre-Construction Notification Required**

1. In non-tidal waters, the combined permanent and temporary impacts are (a) >5,000 SF, or (b) located in riffle and pool complexes and non-tidal vegetated shallows.
2. Activities occur in non-tidal navigable waters of the U.S.
3. Stream channelization, relocation, impoundment, loss of streambed, or farm ponds in non-perennial streams occurs.
4. Activities that are not eligible for SV and do not require an IP.

Note: Some discharges for agricultural activities may qualify for an exemption under Section 404(f) of the CWA (see 33 CFR 323.4). This GP authorizes the construction of farm ponds that do not qualify for the CWA §404(f)(1)(C) exemption because of the recapture provision at §404(f)(2).



**GP 22. RESHAPING EXISTING DRAINAGE DITCHES, CONSTRUCTION OF NEW DITCHES, AND MOSQUITO MANAGEMENT (Authorities: §10 and §404)**

Discharges to modify the cross-sectional configuration of currently serviceable drainage ditches constructed in tidal and non-tidal waters, for the purpose of improving water quality by regrading the drainage ditch with gentler slopes, which can reduce erosion, increase growth of vegetation, and increase uptake of nutrients and other substances by vegetation. Also authorized are mosquito reduction activities.

**Not authorized under GP 22 (IP required):** Stream channelization, relocation, impoundments, or loss of streambed.

**Self-Verification Eligible**

≤500 linear feet of drainage ditch will be reshaped provided excavated material is deposited in an upland area.

**Pre-Construction Notification Required**

1. >500 linear feet of drainage ditch will be reshaped, excavated material is deposited in a water of the U.S., or the reshaping of the ditch increases the drainage capacity beyond the original as-built capacity or expands the area drained by the ditch as originally constructed (i.e., the capacity of the ditch is not the same as originally constructed or drains additional wetlands or other waters of the U.S.).
2. Permanent and temporary impacts in tidal vegetated shallows.
3. New ditches or relocation of drainage ditches constructed in waters of the U.S. (i.e., the location of the centerline of the reshaped drainage ditch is not approximately the same as the location of the centerline of the original drainage ditch).
4. Activities that are not eligible for SV and do not require an IP.

Note: Some ditch activities are exempt under Section 404(f) of the CWA (see 33 CFR 323.4).

**GP 23. LINEAR TRANSPORTATION PROJECTS AND WETLAND/STREAM CROSSINGS (Authorities: §10 & §404)**

Activities<sup>1</sup> required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features. This GP also authorizes temporary structures, fills, and work, including the use of temporary mats (see Note 1), necessary to construct the linear transportation project.

**Not authorized under GP 23 (IP required):** (a) Permanent impacts for any single and complete project that are >1 acre in non-tidal waters; >½ acre in tidal waters; >1000 SF in saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >100 SF in tidal vegetated shallows; (b) Temporary impacts in tidal waters that are >1 acre; >5000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1000 SF in vegetated shallows; (c) Non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars (see GP 17); or (d) New tide gates.

**Self-Verification Eligible**

1. In non-tidal waters, the combined permanent and temporary impacts are a) ≤5,000 SF; b) not located in riffle and pool complexes and non-tidal vegetated shallows; and c) meet the Massachusetts River and Stream Crossing Standards
2. Existing crossings (e.g., culverts, elliptical or arch pipes, etc.) are not modified by (a) decreasing the diameter of the crossing or (b) changing the friction coefficient, such as through slip lining (retrofitting an existing culvert by inserting a smaller diameter pipe), culvert relining or invert lining.
3. Stream channelization or relocation resulting in loss of streambed that is <200 LF.

**Pre-Construction Notification Required**

1. In non-tidal waters, the combined permanent and temporary impacts are a) >5,000 SF; b) located in vegetated shallows or riffle and pool complexes; or c) do not meet the Massachusetts River and Stream Crossing Standards (see note 4).
2. The activity occurs in tidal waters, salt marsh, or in, over or under navigable waters of the U.S.
3. Stream and wetland crossings that require a PCN per GC 20 TOY Restrictions and GC 31 Stream Work and Crossings & Wetland Crossings.
4. Stream channelization or relocation resulting in loss of streambed that is ≥200 LF. Stream impoundment activities of any kind.
5. Work on USACE properties & USACE-controlled easements.
6. Activities that are not eligible for SV and do not require an IP.

**Notes:**

1. See GC 22 for information on temporary construction mats.
2. Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the U.S. may be authorized under GP 8.
3. Loss of streambed does not require a PCN when bridge piers or similar supports are used.
4. In their PCN application submission to the USACE, applicants must explain why they are unable to meet the Massachusetts River and Stream Crossing Standards.
5. For tidal crossings, modeling is encouraged as a method to verify the proposed crossing would not be undersized and resilient to the effects of sea level rise.

<sup>1</sup> Stream crossings must conform with the MA Stream Crossing Guidelines when practicable and comply with all applicable GCs of this document (Section IV).

**GP 24. TEMPORARY CONSTRUCTION, ACCESS, AND DEWATERING (Authorities: §10 and §404)**

Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites that are not authorized under another GP activity.

**Not authorized under GP 24 (IP required):** (a) Permanent structures or impacts; (b) Temporary impacts in tidal waters that are >1 acre; >5000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1000 SF in vegetated shallows; (c) Use of cofferdams to dewater wetlands or other aquatic areas to change their use; (d) Temporary stream crossings (see GPs 6, 17, 23); (e) Structures or fill left in place after construction is completed.

**Self-Verification Eligible**

1. In non-tidal waters, temporary impacts are a) ≤5,000 SF; b) not located in riffle and pool complexes and non-tidal vegetated shallows.
2. In tidal waters, temporary impacts are a) ≤5,000 SF, b) ≤1,000 SF in mudflats and/or natural rocky habitat, and c) not located in saltmarsh and tidal vegetated shallows.
3. Structures in navigable waters of the U.S. provided impacts do not require a PCN and they are left in place ≤30 days.

**Pre-Construction Notification Required**

1. In non-tidal waters, temporary impacts are a) >5,000 SF; b) located in riffle and pool complexes or non-tidal vegetated shallows.
2. In tidal waters, temporary impacts are a) >5,000 SF; b) >1,000 SF in mudflats and/or natural rocky habitat, or (c) located in saltmarsh and tidal vegetated shallows.
3. Activities in the Connecticut River from the Turners Falls Dam to the MA/CT border, or Merrimack River from the Essex Dam to the mouth, involving temporary impacts unless they are performed <5 feet waterward from OHW or HTL and in the dry. This is to protect endangered species; or
4. Activities not eligible for SV and do not require an IP.

**Notes:**

1. Turbidity or sediment resuspension is generally not considered to occur when properly using management techniques to work in dry conditions. See GC 25.
2. Total impact areas under SV Eligible 1-2 exclude use of temporary construction mats. See GC 22 for information on temporary construction mats.
3. An SVN submittal to USACE is not required for SV #3 above.

## **GP 25. EMERGENCY SITUATIONS (Authorities: §10 and §404)**

Structures or work in or affecting navigable waters of the U.S. and the discharge of dredged or fill material into waters of the U.S., including wetlands, necessary for repair or protection measures associated with an emergency situation<sup>1</sup>, MassDEP Emergency Declaration/Certification, or FEMA Declared Disaster. The activity shall be the minimum necessary to alleviate the immediate emergency unless that additional work would result in no more than minimal effects to aquatic environment and is necessary to reduce the potential for future failure or loss of the structure or site. Typical activities authorized under this GP include, but are not limited to, restoration of damaged areas; bank stabilization; temporary fills for staging, access, and dewatering; and, repair, replacement, or rehabilitation of existing structures and/or fills (i.e., roads, bridges, utility pipelines and flood control structures, including attendant features, and other existing structures located in waters of the U.S.).

For the restoration of areas damaged by storms floods, or other discrete events: (a) The restored area must not extend waterward of the ordinary high-water mark or high tide line that existed prior to the damage. (b) The slope of the restored area below the ordinary high-water mark or high tide line must not exceed the slope that existed prior to the damage. (c) The bottom elevation of the restored area must not exceed the bottom elevation that existed prior to the damage (i.e., the restored area must not result in a reduction in the depth of the waterbody that existed prior to the damage). (d) Except in cases of FEMA reimbursement, the activity must be initiated, under contract to commence, or funds shall be allocated for the activity within 30 days of authorization under GP 25.

**Not authorized under GP 25 (IP required):** (a) Permanent impacts for a single and complete project >1/2 acre in tidal waters, unless the district engineer waives this criterion by making a written determination concluding that the activity will result in no more than minimal adverse environmental effects; >1,000 SF in saltmarsh, mud flats, riffle and pool complexes, or non-tidal vegetated shallows; or >100 SF in tidal vegetated shallows; (b) Temporary impacts in tidal waters that are >5,000 SF in saltmarsh, mud flats, or riffle and pool complexes; or >1,000 SF in vegetated shallows; (c) New structures or fills that did not previously exist before the storm event or other discrete event (see other GPs).

### **Self-Verification Eligible**

1. Activities that qualify under a Severe Weather Emergency Declaration pursuant to 310 CMR 10.06(8) and/or receive an Emergency Certification pursuant to 310 CMR 10.06 and/or meet the requirements of 314 CMR 9.12(2) or (3); and
2. Activities eligible under a FEMA Declared Disaster that also comply with #1 above.

### **Pre-Construction Notification Required**

1. Activities that are eligible under a FEMA Declared Disaster and do not qualify under SV #1.
2. Minor deviations in the structure or fill area, including those to existing structures or fills are authorized due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to alleviate the emergency.
3. Activities that are not eligible for SV and do not require an IP.

### **Notes:**

1. Review the GCs (Section IV) to confirm if a PCN is not required elsewhere in this document.
2. If the activity is not a MassDEP Emergency Declaration/Certification, does not meet the requirements of 314 CMR 9.12(2) or (3), or is not a FEMA Declared Disaster, applicants must explain in writing why their activity qualifies as an emergency (see footnote) to be eligible under GP 25.
3. SV eligible activities qualify under the general 401 WQC MassDEP issued for the 2023 MA GPs (GC 9).

<sup>1</sup> An emergency, as determined by this office and 33 CFR 325.2(e)(4), is one which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a Department of the Army permit is not undertaken within a time period less than the normal time to process the request under standard processing procedures.

#### **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.

## **SECTION V: MITIGATION STANDARDS**

### **1. Mitigation Types**

For all activities, applicants must (a) demonstrate how the project has been designed to avoid or minimize impacts to aquatic resources; and (b) describe measures taken to avoid or minimize impacts to aquatic resources through construction techniques and/or site access. Please see <https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation/> for assistance with preparing mitigation in accordance with the 2008 Compensatory Mitigation for Losses of Aquatic Resources; Final Rule (33 CFR 332.3), hereafter referred to as “2008 Mitigation Rule.”

**Avoidance** - Avoidance of impacts (direct and indirect) to aquatic resources means that project activities would not result in the placement of fill material or installation of a structure that could impact the resource area. Avoidance can include, but is not limited to, designing the project to avoid impacts to all or a portion of the aquatic resource areas.

**Minimization** - Minimization of impacts (direct and indirect) to aquatic resources means that measures are taken to ensure the amount and duration of impacts are limited to the maximum extent practicable. There are many minimization measures that could be implemented, prior to, during, or after the proposed activity, to ensure impacts are minimized. Examples include, but are not limited to:

- Permanent preservation of avoided aquatic features and buffer zone, in perpetuity. In these cases, the preserved area would be under a conservation easement and managed by conservation oriented third-party manager.
- Utilization of best management practices (BMPs) to ensure impacts are limited, and do not result in adverse impacts to the integrity and long-term functions of preserved/avoided features.

**Compensatory Mitigation** - Compensatory mitigation is generally required for PCN activities in which the impacts to the aquatic resources have been avoided and minimized to the maximum extent practicable but would still result in unavoidable adverse effects to the environment that are considered more than minimal or are contrary to the public interest. *Whatever the case may be, compensatory mitigation is no substitute for avoidance and minimization.*

### **2. Thresholds for Compensatory Mitigation**

The basic objective of compensatory mitigation in the USACE Regulatory Program is to offset environmental losses resulting from unavoidable impacts to waters of the U.S. authorized by Department of the Army permits. **The following compensatory mitigation thresholds apply to all PCN activities that result in loss<sup>1</sup> of the resource area types listed below. Activities<sup>2</sup> in waters of the U.S. associated with the restoration, enhancement, and establishment of tidal and non-tidal aquatic resources are not considered loss and are not subject to the thresholds below.** Thresholds for different resource areas may not be combined to exceed 5,000 SF of total loss of all waters. The USACE will continue to evaluate projects on a case-by-case basis, and may in some cases require compensatory mitigation below these thresholds (e.g. minor impacts that add to a cumulative loss).

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<sup>1</sup> See definition of loss in Section VII.

<sup>2</sup> These activities must result in net increases in aquatic resource functions and services to be exempted from the thresholds above.

Compensatory Mitigation Thresholds in Massachusetts		
Resource Area	Non-Tidal Threshold	Tidal Threshold
Stream	200 LF	200 LF
Bank Stabilization	500 LF	500 LF
Open Water	Project Dependent	Project Dependent
Wetland	5,000 SF	500 SF
Vernal Pool	All	N/A
SAV	Project dependent	25 SF
Mudflat	N/A	1,000 SF
Intertidal	N/A	1,000 SF

These thresholds can be utilized to determine at what point compensatory mitigation is required but are not used to determine how much mitigation may be needed to offset impacts to resources. Per the 2008 Mitigation Rule (33 CFR 332.3(f)(1)) “the amount of required compensatory mitigation must be, to the extent practicable, sufficient to replace lost aquatic resource functions. In cases where appropriate functional or condition assessment methods or other suitable metrics are available, these methods should be used where practicable to determine how much compensatory mitigation is required. If a functional or condition assessment or other suitable metric is not used, a minimum one-to-one acreage or linear foot compensation ratios must be used.”

### 3. Compensatory Mitigation Hierarchy

Compensatory mitigation should follow the hierarchy as outlined in 33 CFR 332.3(b)(2-6) or current regulation. This hierarchy in order of preference includes: (1) Mitigation Bank credits, (2) In-Lieu Fee program credits, (3) permittee-responsible mitigation under a watershed approach, (4) permittee-responsible mitigation through on-site and in-kind mitigation, and (5) permittee-responsible mitigation through off-site and/or out-of-kind mitigation. If the proposed mitigation deviates from this mitigation hierarchy, the applicant **must** justify in writing why the proposed mitigation is environmentally preferable to the preferred method of compensatory mitigation (See 2008 Mitigation Rule). **In order for your application to be considered complete, you must provide a statement that discusses how your project will compensate for the loss or impact to aquatic resources.** If you are proposing permittee responsible mitigation, the 12 components of a mitigation plan (33 CFR 332.4(c)(2-14) must be addressed for your application to be considered complete. Prospective applicants are encouraged to contact USACE with questions at any time. Addressing the 12 components of a mitigation plan is commensurate with the amount of compensatory mitigation required, and USACE can assist prospective applicants with the level of information needed to satisfy each component.

For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee.

### 4. In-Lieu Fee (ILF)

The purchase of credits from the Massachusetts In-Lieu Fee Program (MA ILFP) is the **preferred** method of compensatory mitigation in Massachusetts since, as of the issuance date of this GP, there are no mitigation banks available in Massachusetts. The applicant shall develop a mitigation plan that addresses the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).



The MA ILFP is administered by the Massachusetts Department of Fish & Game (DFG) in accordance with the 2008 Mitigation Rule at 33 CFR 332. The Mitigation Rule governs in-lieu fee compensatory mitigation associated with USACE permits under §404 of the Clean Water Act and/or §9 or §10 of the Rivers and Harbors Act of 1899.

MA ILFP Website: <https://www.mass.gov/in-lieu-fee-program>

Acceptance of an ILF payment into the ILFP established by the 2014 MA ILFP Instrument (link below) is an acknowledgement by DFG that it assumes all legal responsibility for satisfying the mitigation requirements of the USACE (i.e., the implementation, performance, and long-term management and monitoring of the compensatory mitigation project(s) approved under this Instrument and subsequent Compensatory Mitigation Plans). This transfer of legal responsibility is established by: 1) the approval of this In-Lieu Fee Instrument; 2) receipt by the district engineer of a Notice of Credit Sale and Transfer of Legal Responsibility to DFG that is signed by the DFG and the permittee and dated; and 3) the transfer of fees from the permittee to DFG.

MA ILFP Fact Sheet: <https://www.mass.gov/files/documents/2017/01/sj/ilfp-fact-sheet-ma-ilfp-fees.pdf>

MA ILFP Instrument: <https://www.mass.gov/files/documents/2016/08/nd/ilfp-final-instrument-dfg.pdf>

## 5. Permittee-Responsible

The USACE may determine that the proposed permittee-responsible compensatory mitigation is appropriate on a case-by-case basis. As described in the Compensatory Mitigation Hierarchy section above, applicants must justify in writing why the proposed mitigation is environmentally preferable to the purchase of ILF credits. Applicants are encouraged to contact the USACE prior to submission of a permit application to seek further guidance regarding USACE mitigation requirements.

Applicants will demonstrate their proposed compensatory mitigation in writing by addressing the 12 components of a mitigation plan (33 CFR 332.4(c)(2-14)). Please note that all elements must be addressed, or the permit application will be deemed incomplete. In certain circumstances, the district engineer may determine that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). Guidance on how to address these components can be found on the New England District Mitigation webpage: <https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation/>

Performance standards will be used to measure the successfulness of the mitigation project. A successful mitigation project is one that is self-sustaining. For a mitigation project that will restore, enhance, or create wetlands, proper performance standards must address hydrology, hydric soils, and hydrophytic vegetation. The mitigation proposal must include an explanation of quantitative methods used to measure the success of performance standards (i.e., percent cover may be measured using vegetation plots, hydrology may be measured using data loggers, soil cores may be taken and evaluated for hydric soil indicators).

Monitoring methods should include quantitative sampling methods following established, scientific protocols. Sampling documentation, as part of monitoring reports, should include maps and coordinates (also shapefiles, if available) showing locations of sampling points, transects, quadrats, etc. In addition, permanent photo stations should be established coincident with sampling locations.



## SECTION VI: FEDERAL & STATE AGENCY CONTACT INFORMATION & ORGANIZATIONAL WEBSITES

### Federal Agencies

#### U.S. Army Corps of Engineers

Regulatory Division  
696 Virginia Road  
Concord, Massachusetts 01742-2751  
(978) 318-8338 (phone); (978) 318-8303 (fax)  
[www.nae.usace.army.mil/missions/regulatory](http://www.nae.usace.army.mil/missions/regulatory)

#### National Marine Fisheries Service

55 Great Republic Drive  
Gloucester, Massachusetts 01930  
(978) 281-9300 (phone)  
(*Federal endangered species & EFH*)

#### National Park Service

15 State Street  
Boston, Massachusetts 02109  
(617) 223-5191 (phone)  
(*Wild and Scenic Rivers*)

#### Chief, Risk Analysis Branch

FEMA Region 1  
99 High Street, 6th Floor  
U.S. Department of Homeland Security  
Boston, Massachusetts 02110  
(617) 956-7576 (phone)

#### U.S. Environmental Protection Agency

5 Post Office Square  
Suite 100 (OEP06-3)  
Boston, Massachusetts 02109-3912  
(617) 918-1692 (phone)

#### U.S. Army Corps of Engineers

Navigation Division – Section 408  
696 Virginia Road  
Concord, Massachusetts 01742-2751  
*See link below for contact information:*  
<https://www.nae.usace.army.mil/Missions/Section-408/>

#### U.S. Fish & Wildlife Service

70 Commercial Street, Suite 300  
Concord, New Hampshire 03301  
(603) 223-2541 (phone)  
(*Federal endangered species*)

#### Bureau of Ocean and Energy Management

1849 C Street, NW  
Washington D.C. 20240  
202-208-6474 (phone)  
(*Offshore Wind Facilities*)

#### Commander (dpb)

First Coast Guard District  
Battery Building  
One South Street  
New York, New York 10004-1466  
(212) 514-4331 (phone); (212) 514-4337 (fax)  
(*Bridge permits*)

## State Agencies in Massachusetts

<u>Massachusetts Department of Environmental Protection (MassDEP)</u>	
<u>DEP Division of Wetlands &amp; Waterways</u>	100 Cambridge Street, Suite 900 Boston, Massachusetts 02114 (617) 292-5695
<u>Northeast Region</u>	150 Presidential Way, Suite 300 Woburn, Massachusetts 01801 (978) 694-3200
<u>Southeast Region</u>	20 Riverside Drive, Route 105 Lakeville, Massachusetts 02347 (508) 946-2800
<u>Central Region</u>	8 New Bond Street Worcester, Massachusetts 01606 (508) 792-7650
<u>Western Region</u>	436 Dwight Street Springfield, Massachusetts 01103 (413) 784-1100

<u>Massachusetts Office of Coastal Zone Management (CZM)</u>	
Emails may be sent to: <a href="mailto:czm@mass.gov">czm@mass.gov</a>	
<u>MA Office of Coastal Zone Management</u>	100 Cambridge Street, Suite 900 Boston, Massachusetts 02114 (617) 626-1200
<u>North Shore Region</u>	2 State Fish Pier Gloucester, Massachusetts 01930 (978) 281-3972
<u>South Shore Region</u>	175 Edward Foster Road Scituate, Massachusetts 02066
<u>Cape Cod and Islands Region</u>	3195 Main Street, P.O. Box 220 Barnstable, MA 02630
<u>South Coastal Region</u>	81-B County Road, Suite E Mattapoisett, MA 02739

<u>Massachusetts Historical Commission (MHC)</u>	
Office Location:	220 Morrissey Boulevard Boston, Massachusetts 02125 (617) 727-8470

<u>Massachusetts Board of Underwater Archaeological Resources (BUAR)</u>	
Emails may be sent to: <a href="mailto:david.s.robinson@mass.gov">david.s.robinson@mass.gov</a>	
Office Location:	100 Cambridge Street, Suite 900 Boston, Massachusetts 02114 (617) 626-1014

## **SECTION VII: Definitions & Acronyms**

**Artificial or Living Reef:** A structure which is constructed or placed in waters for the purpose of enhancing fishery resources and commercial and recreational fishing opportunities.

**Attendant Features:** Occurring with or as a result of; accompanying.

**Biodegradable:** A material that decomposes into elements found in nature within a reasonably short period of time and will not leave a residue of plastic or a petroleum derivative in the environment after degradation. In contrast, degradable plastics break down into plastic fragments that remain in the environment after degradation. Examples of biodegradable materials include jute, sisal, cotton, straw, burlap, coconut husk fiber (coir) or excelsior. In contrast, degradable plastics break down into plastic fragments that remain in the environment after degradation. Photodegradable, UV degradable or Oxo-(bio)degradable plastics are not considered biodegradable under this GP.

**Boating facilities:** These provide, rent or sell mooring space, such as marinas, yacht clubs, boat yards, dockominiums, municipal facilities, land/home owners, etc. Not classified as boating facilities are piers shared between two abutting properties or municipal mooring fields that charge an equitable user fee based on the actual costs incurred.

**Compensatory mitigation:** The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved. Must comply with the applicable provisions of 33 CFR 332. See also the New England District Compensatory Mitigation Guidance at <http://www.nae.usace.army.mil/Missions/Regulatory/Mitigation.aspx>.

**Construction mats:** Constructions, swamp and timber mats (herein referred to as “construction mats”) are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. Corduroy roads, which are not considered to be construction mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures. Like construction mats, they are considered as fill whether they are installed temporarily or permanently.

**Cumulative Impacts:** The impact on the environment, which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions, regardless of what agency or person undertakes such other actions. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time (40 CFR 1508.1). Although the impact of a particular discharge may constitute a minor change in itself, the cumulative effect of numerous such piecemeal changes can result in a major impairment of the water resources and interfere with the productivity and water quality of existing aquatic ecosystems. See 40 CFR 230.11(g).

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

### **Dredging:**

Improvement Dredging: For the purposes of these GPs, this is dredging deeper than previously authorized by the USACE and dredged under that authorization.

Maintenance Dredging: For the purposes of these GPs, this is dredging from an area previously authorized by the USACE and dredged under that authorization. The USACE may require proof of authorization and dredging. Maintenance dredging typically refers to the routine removal of accumulated sediment to maintain the design depths of serviceable navigation channels, harbors, marinas, boat launches and port facilities. Maintenance dredging is conducted for navigational purposes and does not include any expansion of the previously dredged area. The USACE may

review a maintenance dredging activity as new dredging if sufficient time has elapsed to allow for the colonization of SAS, shellfish, etc.

**New Dredging:** For the purposes of these GPs, this is a) first time the USACE authorizes dredging of a particular location or b) dredging has not occurred for an extended period of time, and this has allowed for aquatic resources (i.e., eelgrass, shellfish, etc.) to redevelop in the area.

**Dredged material & discharge of dredged material:** These are defined at 33 CFR 323.2(c) and (d). The term dredged material means material that is excavated or dredged from waters of the U.S.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s) but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

**Ephemeral stream:** A stream with flowing water only during, and for a short duration, after precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

**Erosion Controls:** 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.

**Establishment (creation):** The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site.

Establishment results in a gain in aquatic resource area (33 CFR 332.2).

**Expansions:** Work that increases the footprint of fill, structures, depth of basin or drainage features, or floats, or slip capacity.

**Essential Fish Habitat (EFH):** The Federal Magnuson-Stevens Fishery Management and Conservation Act broadly defines EFH to include those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. See

[www.greateratlantic.fisheries.noaa.gov/habitat](http://www.greateratlantic.fisheries.noaa.gov/habitat) for more information.

**Fill material & discharge of fill material:** Material placed in waters of the U.S. where the material has the effect of either replacing any portion of a water of the U.S. with dry land or changing the bottom elevation of any portion of a water of the U.S. Fill material does not include any pollutant discharged into the water primarily to dispose of waste. These are defined at 33 CFR 323.2 (e) & (f).

**Federal navigation projects (FNPs):** These areas are maintained by the USACE; authorized, constructed and maintained on the premise that they will be accessible and available to all on equal terms; and comprised of USACE Federal anchorages, Federal channels and Federal turning basins. The buffer zone is equal to three times the authorized depth of a FNP. The following are FNPs in MA and more information, including the limits, is provided at

[www.nae.usace.army.mil/missions/navigation](http://www.nae.usace.army.mil/missions/navigation) >> Navigation Projects:

Andrews River, Harwich, MA	Cross Rip Shoals, Nantucket	Gloucester Harbor and
Aunt Lydia's Cove	Sound	Annisquam River
Beverly Harbor	Cuttyhunk Harbor	Green Harbor
Boston Harbor	Dorchester Bay and Neponset	Hingham Harbor
Buttermilk Bay Channel	River	Hyannis Harbor
Canapitsit Channel	Duxbury Harbor	Ipswich River
Cape Cod Canal	Edgartown Harbor	Island End River (Chelsea, MA)
Chatham Harbor	Essex River	Kingston Harbor
Cohasset Harbor	Fall River Harbor	Lagoon Pond
	Falmouth Harbor	Little Harbor Woods Hole

Lynn Harbor  
Malden River  
Menemsha Creek  
Merrimack River  
Mystic River  
Nantucket Harbor of Refuge  
New Bedford and Fairhaven Harbor  
Newburyport Harbor  
Oak Bluffs Harbor  
Pigeon Cove Harbor

Plymouth Harbor  
Pollock Rip Shoals, Nantucket Sound  
Provincetown Harbor  
Red Brook Harbor  
Rockport Harbor  
Salem Harbor  
Sandy Bay Harbor of Refuge  
Saugus River  
Scituate Harbor  
Sesuit Harbor

Taunton River  
Vineyard Haven Harbor  
Wareham Harbor  
Wellfleet Harbor  
Westport River and Harbor  
Weymouth Back River  
Weymouth Fore and Town Rivers  
Winthrop Harbor  
Woods Hole Channel

**Flume:** An open artificial water channel, in the form of a gravity chute, which leads water from a diversion dam or weir alongside a natural flow. A flume can be used to measure the rate of flow.

**FNP buffer zone:** The buffer zone of a USACE Federal Navigation Project (FNP) is equal to three times the authorized depth of the FNP.

**Frac out:** During horizontal directional drilling (HDD) operations, drilling fluid travels up the borehole into a pit. When the borehole becomes obstructed or the pressure becomes too great inside the borehole, the ground fractures and fluid escapes to the surface and may affect surface waters.

**Ground disturbance:** Any activity that compacts, relocates, overturns, removes, mixes, or otherwise disturbs the ground, including under water. Ground disturbance can be caused by the use of hand tools (shovels, pick axe, posthole digger, etc.), heavy equipment (excavators, backhoes, bulldozers, dredgers, trenching and earthmoving equipment, etc.), and heavy trucks (large four wheel drive trucks, dump trucks and tractor trailers, etc.). Trenching, bulldozing, dredging, excavating, scraping, and plowing are typical examples of ground disturbance activities.

**Height:width ratio:** The height of structures shall at all points be equal to or exceed the width of the deck. For the purpose of this definition, height shall be measured from the marsh substrate to the bottom of the longitudinal support beam.

**High Tide Line (HTL):** The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides 58 that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds. (33 CFR 328). Refer to the highest predicted tide for the current year at the nearest NOAA tide gage. <https://tidesandcurrents.noaa.gov/map/index.html>

**Historic Property:** Any prehistoric or historic site (including archaeological sites), district, building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Impacts:**

**Direct Impacts:** Effects that are caused by the activity and occur at the same time and place (40 CFR 1508.7).

**Indirect impacts:** Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

**Secondary impacts:** Effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material.

Information about secondary effects on aquatic ecosystems shall be considered prior to the time final section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are: aquatic areas drained, flooded, fragmented; fluctuating water levels in an impoundment and downstream associated with the operation of a dam; septic tank leaching and surface runoff from residential or commercial developments on fill; and leachate and runoff from a sanitary landfill located in waters of the U.S. See 40 CFR 230.11(h).

**Incidental Fallback:** Incidental fallback is the redeposit of small volumes of dredged material that is incidental to excavation activity in waters of the U.S. when such material falls back to substantially the same place as the initial removal (33 CFR 323.2(d)(2)(iii)).

**In the dry:** Work that is done under dry conditions, e.g., work behind cofferdams or when the stream or tide is waterward of the work.

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the USACE Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. 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.

**Individual permit:** A Department of the Army authorization that is issued following a case-by-case evaluation of a specific structure or work in accordance with the procedures of 33 CFR 322, or a specific project involving the proposed discharge(s) in accordance with the procedures of 33 CFR 323, and in accordance with the procedures of 33 CFR 325 and a determination that the proposed discharge is in the public interest pursuant to 33 CFR 320.

**Intermittent stream:** An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

**Intertidal:** The area in between mean low water and the high tide line.

**Living reef:** See the definition of “artificial or living reef.”

**Living shoreline:** A term used to describe a low-impact approach with a substantial biological component to shoreline protection and restoration along coastal shores, riparian zones, lacustrine fringe wetlands, or oyster or mussel reef structures. This approach integrates natural features to restore, enhance, maintain, or create habitat, functions, and processes while also functioning to mitigate flooding or shoreline erosion. Living shorelines may stabilize banks and shores with small fetch and gentle slopes that are subject to low-to mid-energy waves. A living shoreline has a footprint that is made up mostly of native material. It incorporates vegetation or other living, natural “soft” elements alone or in combination with some type of harder shoreline structure (e.g., oyster or mussel reefs or rock sills) for added protection and stability. Living shorelines should maintain the natural continuity of the land-water interface and retain or enhance shoreline ecological processes.

**Loss of waters of the United States:** Waters of the U.S. that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the U.S. is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for a GP; it is not a net threshold that is calculated after considering compensatory mitigation that maybe used to offset losses of aquatic functions and services. Waters of the U.S. temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the U.S. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the U.S.



**Maintenance:** The repair, rehabilitation, or in-kind replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3 – “Activities occurring before certain dates,” provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Maintenance includes minor deviations in the structure’s configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make repair, rehabilitation, or replacement are authorized. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Maintenance Exemption:** In accordance with 33 CFR 323.4(a)(2), any discharge of dredged or fill material that may result from any of the following activities is not prohibited by or otherwise subject to regulation under Section 404 of the CWA: “Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design.”

**Mean high water:** Line on the shore reached by the plane of the average high water. Where precise determination of the actual location of the line becomes necessary, it must be established by survey with reference to the available tidal datum, preferably averaged over a period of 18.6 years. Less precise methods, such as observation of the “apparent shoreline” which is determined by reference to physical markings, lines of vegetation, or changes in type of vegetation, may be used only where an estimate is needed of the line reached by the mean high water.

**Mechanized land clearing:** Land clearing activities using mechanized equipment such as backhoes or bulldozers with sheer blades, rakes or discs constitute point source discharges and are subject to section 404 jurisdiction when they take place in wetlands or waters of the U.S (Regulatory Guidance Letter 90-05).

**Metallic mineral:** Any ore or material to be excavated from the natural deposits on or in the earth for its metallic mineral content to be used for commercial or industrial purposes. “Metallic mineral” does not include thorium or uranium.

**Minor deviations:** Deviations in the structure’s configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environmental effects resulting from such repair, rehabilitation, or replacement are minimal.

**Natural Rocky Habitats:** Intertidal and subtidal substrates of pebble-gravel, cobble, boulder, or rock ledge and outcrops. Manufactured stone (e.g., cur or engineered riprap) is not considered a natural rocky habitat. Natural rocky habitats are either found as pavement (consolidated pebble-gravel, cobble, or boulder areas) or as a mixture with fines (i.e., clay and sand) and other substrates. Rocky habitats as EFH are defined as follows: (1) All pebble-gravel, cobble, or boulder pavements; (2) Pebble-gravel mixed with fines: mixed substrate of pebble-gravel and fines where pebble-gravel is an evident component of the substrate (either through visual observation or within sediment samples). Sediment samples with a content of 10% or more of pebble-gravel in the top layer (6-12 inches) should be delineated; (3) Scattered cobble, scattered boulder, scattered cobble/boulder: mixed substrate of cobble and/or boulder and other substrates. The aerial extent of cobbles and/or boulders should be delineated; and (4) All rock ledge outcrops: area should be delineated along the edge of the ledge/outcrop (as defined by NMFS Habitat and Ecosystems Services Branch, Gloucester, MA).

**Navigable waters or Navigable waters of the U.S.:** These waters are subject to section 10 of the Rivers and Harbors Act of 1899 and are defined as those waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce (33 CFR Part 329). Work or structures in navigable

waters require permits pursuant to §9 and §10 of the Rivers and Harbors Act of 1899. Also see the definition of “waters of the U.S.” below.

Note: Currently the following non-tidal waters have been determined to be navigable waters of the U.S. subject to permit jurisdiction in Massachusetts: Merrimack River, Connecticut River, and Charles River to the Watertown Dam.

**Nearshore disposal:** This is defined in the USACE Coastal Engineering Manual as “(1) In beach terminology an indefinite zone extending seaward from the shoreline well beyond the breaker zone. (2) The zone which extends from the swash zone to the position marking the start of the offshore zone, typically at water depths of the order of 20m.” A nearshore berm is an artificial berm built in shallow water using dredged material. Often, the berm is intended to renourish the adjacent and downdrift shore over time under the influence of waves and currents.

**Non-regulated activity:** Only structures or fills that were previously authorized and are in compliance with the terms and condition of the original authorization can be maintained as a non-regulated activity under 33 CFR 323.4(a)(2). Minor deviations from the previously authorized footprint do not qualify as a non-regulated activity and require new authorization from the USACE. The state’s maintenance provisions may differ from the USACE and a project may require reporting and written authorization from the state.

**Non-tidal wetlands:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the HTL (*i.e.*, spring HTL). Also see the definition of “Waters of the U.S.” below.

**Oil or natural gas pipeline:** Any pipe or pipeline for the transportation of any form of oil or natural gas, including products derived from oil or natural gas, such as gasoline, jet fuel, diesel fuel, heating oil, petrochemical feedstocks, waxes, lubricating oils, and asphalt.

**Ordinary High Water Mark (OHWM):** A line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas. See 33 CFR 328.3(e).

**Overall project:** The overall project, for purposes of these GPs, includes all regulated activities that are reasonably related and necessary to accomplish the project purpose. Also see the definition of “single and complete linear project.”

**Perennial stream:** A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Permanent impacts:** Permanent impacts means waters of the U.S. that are permanently affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent impacts include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody.

**Preconstruction notification (PCN):** A request submitted by the applicant to the USACE for confirmation that a particular activity is authorized by these GPs. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of these GPs. A PCN may be voluntarily submitted in cases where PCN is not required and the applicant wants confirmation that the activity is authorized under these GPs.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions (33 CFR 332.2).

**Real estate subdivision:** Includes circumstances where a landowner or developer divides a tract of land into smaller parcels for the purpose of selling, conveying, transferring, leasing, or



developing said parcels. This would include the entire area of a residential, commercial or other real estate subdivision, including all parcels and parts thereof

**Reconfiguration zone:** A USACE authorized area in which permittees may rearrange pile-supported structures and floats without additional authorizations. A reconfiguration zone does not grant exclusive privileges to an area or an increase in structure or float area.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in again in aquatic resource area and functions (33 CFR 332.2).

**Reference Site:** Reference sites - Compensatory restoration, rehabilitation, and creation mitigation projects should seek to duplicate the features of reference aquatic resources or enhance connectivity with adjacent natural upland and aquatic resource landscape elements. Performance standards related to reference sites are encouraged. Mitigation project sites must be selected based on their ability to be, and continue to be, resistant to disturbance from the surrounding landscape, by locating them adjacent to refuges, buffers, green spaces, and other preserved natural elements of the landscape. In general, aquatic resource mitigation projects must be designed to be self-sustaining, natural systems within the landscape and climate in which they are located, with little or no ongoing maintenance and/or hydrologic manipulation.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area (33 CFR 332.2).

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation (33 CFR 332.2).

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Sedimentation:** Sedimentation is defined as the process of deposition of a solid material from a state of suspension. Deposited sediments may accumulate and have temporal impacts to aquatic resource areas. See secondary effects definition above. For the purposes of this document, “greater than minimal sedimentation” is generally not considered to occur when using proper erosion controls (GC 25) or when sedimentation is considered “de minimis” 33 CFR 323.2(d)(5).

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/ developer or partnership or other association of owners/developers that includes all crossings of a single water of the U.S. (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for the purposes of these GPs. 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.

**Single and complete non-linear project:** For non-linear 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 single and complete

non-linear project must have independent utility (see the definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in a GP authorization.

**Special aquatic sites (SAS):** These include inland and saltmarsh wetlands, mud flats, vegetated shallows, sanctuaries and refuges, coral reefs, and riffle and pool complexes. These are defined at 40 CFR 230.3 and listed in 40 CFR 230 Subpart E.

**Streambed:** The stream substrate between the OHW marks on each side. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the streambed, but outside of the OHW marks, are not considered part of the streambed.

**Stream channelization:** The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the U.S.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Temporal loss:** The time lag between the loss of aquatic resource functions caused by the permitted impacts and the replacement of aquatic resource functions at the compensatory mitigation site(s) (33 CFR 332.2).

**Temporary impacts:** Temporary impacts include, but are not limited to, jurisdictional waters that are temporarily filled, flooded, excavated, or drained because of the regulated activity. Impacts are considered temporary when they are removed immediately upon completion of the activity. Note: An impact is considered temporary when the aquatic resource is restored to pre-project conditions, but effects to archaeological and/or cultural resources may be permanent in duration.

**Tidal wetlands:** A wetland that is subject to the ebb and flow of the tide. See the definition of “Waters of the U.S.” below.

**Tide gates:** Structures such as duckbills, flap gates, manual and self-regulating tide gates, etc. that regulate or prevent upstream tidal flows.

**Turbidity:** A measure of the level of particles such as sediment, plankton, or organic by-products, in a body of water. As the turbidity of water increases, it becomes denser and less clear due to a higher concentration of these light-blocking particles. Suspended solids are more likely to carry toxic chemicals, and can also negatively affect aquatic organisms, water temperature, and dissolved oxygen levels.

**Utility line:** Any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose that is not oil, natural gas, or petrochemicals. A utility line also includes any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term ‘utility line’ does not include activities that drain a water of the U.S., such as drainage tile or French drains, but it does apply to pipes conveying drainage from another area.

**Vegetated shallows:** Permanently inundated areas that under normal circumstances support communities of rooted aquatic vegetation, such as eelgrass (*Zostera marina*) and widgeon grass (*Ruppia maritima*) in marine systems (does not include salt marsh) as well as a number of freshwater species in rivers and lakes. These are a type of SAS defined at 40 CFR 230.43. Vegetated shallows are commonly referred to as submerged aquatic vegetation or SAV. Vegetated shallow survey guidance is located at [www.nae.usace.army.mil/missions/regulatory/jurisdiction-and-wetlands](http://www.nae.usace.army.mil/missions/regulatory/jurisdiction-and-wetlands). Maps of vegetated shallows in Massachusetts 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).

**Vernal pools:** For the purposes of these GPs, vernal pools are depressional wetland basins that typically dry up in most years and may contain inlets or outlets, typically of intermittent flow. Vernal pools range in both size and depth depending upon landscape position and parent material(s). In

most years, vernal pools support one or more of the following obligate indicator species: wood frog, spotted salamander, blue-spotted salamander, marbled salamander, Jefferson's salamander and fairy shrimp. However, they should preclude sustainable populations of predatory fish.

**Water diversions:** Water diversions are activities such as bypass pumping (e.g., "dam and pump") or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

**Waters of the United States (U.S.)** These waterbodies are the waters where permits are required for the discharge of dredged or fill material pursuant to §404 of the CWA. These waters include but are not limited to navigable waters of the U.S. and tidal wetlands and include many non-tidal wetlands and other waterbodies. See definitions for navigable waters of the U.S., tidal wetlands, waterbody, and non-tidal wetlands. (33 CFR 328)

**Waterbody:** Examples of "waterbodies" include oceans, coastal waters, rivers, streams, ditches, lakes, ponds, and wetlands. If a wetland is adjacent to a waterbody determined to be a water of the U.S., that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

**Weir:** A barrier across a river designed to alter the flow characteristics. In most cases, weirs take the form of a barrier, smaller than most conventional dams, across a river that causes water to pool behind the structure and allows water to flow over the top. Weirs are commonly used to alter the flow regime of a river, prevent flooding, measure discharge and help render a river navigable.

**Wetland:** Wetlands are areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. The Corps of Engineers Wetlands Delineation Manual in conjunction with the associated regional supplement should be used to determine if a wetland is present and delineate wetland boundaries.

## **Acronyms**

BMPs	Best Management Practices
BUAR	Massachusetts Board of Underwater Archaeological Resources
CWA	Clean Water Act
CZM	Coastal Zone Management
EPA	U.S. Environmental Protection Agency
ESA	Endangered Species Act
EFH	Essential Fish Habitat
FNP	Federal Navigation Project
GC	General Condition
GP	General Permit
HTL	High Tide Line
IP	Individual Permit
LID	Low impact development
MassDEP	Massachusetts Department of Environmental Protection
MA DMF	Massachusetts Division of Marine Fisheries
MHC	Massachusetts Historical Commission
MHW	Mean High Water
MLLW	Mean Lower Low Water
MLW	Mean Low Water
NHPA	National Historic Preservation Act
NMFS	National Marine Fisheries Service
OHW	Ordinary High Water Mark
PCN	Preconstruction Notification
SAS	Special Aquatic Sites
SF	Square Feet
SV	Self-Verification
SHPO	State Historic Preservation Officer
THPO	Tribal Historic Preservation Officer
USFWS	U.S. Fish and Wildlife Service
USCG	U.S. Coast Guard
USFS	U.S. Forest Service
USGS	U.S. Geological Service
WQC	Water Quality Certification

## Appendix A: Guidance for NHPA Section 106 Compliance in Massachusetts

### 1. Purpose & Applicability

Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) (54 U.S.C § 306108), requires Federal agencies to take into account the effects of their undertakings on Historic Properties and afford the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. Therefore, in order for an activity to be eligible for authorization under the 2023 Massachusetts General Permit, the USACE must consider the effect the activity may have on historic properties. Historic properties may include, but are not limited to, historic districts, archaeological districts, sites, buildings, structures, objects, sacred sites, traditional cultural places, and traditional cultural landscapes that are included in, or eligible for inclusion in, the National Register of Historic Places (NRHP).

This guidance applies to projects that require authorization under Section 404 of the Clean Water Act (33 U.S.C. § 1344) and/or Section 10 of the Rivers and Harbors Act (33 U.S.C. §403) and will assist applicants when evaluating and documenting the presence of historic properties within or near their project site(s). The prospective applicant will evaluate their proposed project using the criteria below to determine if their project has the potential to affect historic properties and if so, whether or not historic properties are present or are likely to be present. All activities authorized under these GPs shall follow the terms outlined in General Condition 14: Historic Properties and General Condition 6: Tribal Rights & Burial Sites. Prospective applicants shall complete their due diligence according to the procedures below for their application to be deemed complete.

### 2. No Potential to Affect Historic Properties

Certain activities do not have the potential to cause effects on historic properties, assuming such historic properties were present, based on the nature of the activity and site-specific conditions. Therefore, these activities **do not** require historic property identification efforts or notification of the SHPO, THPOs, and/or BUAR under Section 106. The USACE has determined the following activities within the stated parameters have no potential to affect historic properties:

General Permit	Activity Parameters
1	Temporary buoys, markers and similar structures that are placed during winter events on ice and removed before spring thaw.
2	Repair or rehabilitation of structures that are less than 45 years in age. Any temporary structures or fills or work necessary to complete repairs or rehabilitation must not result in any ground disturbance.
3	Maintenance and replacement of moorings that are less than 45 years in age.
6	Maintenance, repair, replacement, or removal of utility lines, oil or natural gas pipelines, outfall or intake structures, and/or appurtenant features that are less than 45 years in age when all access, staging, and ground disturbance is strictly limited to previously disturbed areas (including any previous ground disturbance). Replacement must be in kind or smaller in size.  Installation of tide gates on outfall structures that are less than 45 years in age.
7	Maintenance dredging of previously dredged areas where dredging does not extend beyond the original bottom elevations.

	Disposal of dredged material at an existing established and USACE-approved confined aquatic disposal cell. Beach nourishment in ongoing existing nourishment areas.
11	Fish and wildlife harvesting and attraction devices and activities.
13	Cleanup of hazardous and toxic waste materials, including contaminated sediments, that are less than 45 years in age.
16	Removal of land-based and water-based renewable energy generation facilities and hydropower projects that are less than 45 years in age.
18	Installation of buoys, floats, racks, trays, nets, lines, tubes, containers, and other structures for previously authorized by the USACE and ongoing aquaculture activities. Discharges of dredged or fill material into tidal or non-tidal waters necessary for shellfish seeding, rearing, cultivating, transplanting, and harvesting activities for previously authorized and ongoing aquaculture activities.
20	Maintenance activities for existing living shorelines <u>excluding</u> maintenance activities that require new ground disturbance such as excavation or re-sloping of the bank/shoreline.
22	Reshaping or maintenance of existing drainage ditches less than 45 years in age <u>excluding</u> ditch enlargement.
23	Placement of temporary and removable linear transportation and wetland/stream crossings that have no ground disturbance prior to placement, during placement, and during removal (i.e., placed on the surface and subsequently removed within one year of placement).
24	Placement of temporary and removable crossings and cofferdams that have no ground disturbance prior to placement, during placement, and during removal (i.e., placed on the surface and subsequently removed within one year of placement).
25	Emergency repair of existing structures and/or fills less than 45 years in age.

### 3. Historic Property Identification

If the activity does not fit under the criteria above, the following historic property identification efforts must be completed to demonstrate compliance with Section 106 of the NHPA. This includes documenting previously identified and unidentified historic properties in the project area.

a. Previously Identified Historic Properties: The prospective applicant shall document if previously identified historic properties are present on or adjacent to the project site by notifying the Massachusetts Historical Commission (MHC) and the Massachusetts Board of Underwater Archaeological Resources (BUAR), as appropriate, of the proposed project. The MHC and BUAR will check their records for the presence of any previously identified historic properties. The following outlines how prospective applicants should notify the MHC and BUAR.

i. The prospective applicant will notify the SHPO and BUAR to identify any previously recorded cultural resources. Applicants shall mail a completed Project Notification Form<sup>18</sup>, project narrative, location (coordinates), plans, soil maps, and information on known cultural resources to the MHC. The MHC does not accept submissions via email. Applicants shall email or mail this information to the BUAR when the activity is located in lakes, ponds, rivers, and/or navigable waters in MA. Emailed file attachments should be <10MB. Any files >10MB shall be delivered via a file exchange system or the hard copy documents shall be mailed. Preferred contact information is listed below.

ii. **When sending this information, applicants must also document proof of receipt OR proof the information was delivered.** Proof of receipt constitutes a certified mail receipt, read email receipt, or other mail/email/online tracking services that document the information has reached the intended recipient(s). Proof the information was delivered constitutes a certificate of mailing, email delivery receipt, or other mail/email/online services that document the information was sent at a particular time. When using proof of delivery such (e.g., certificate of mailing), applicants should add 5 days to the 30-day notification period so the mail has time to reach its intended recipient. When using proof of receipt, the applicant may begin the 30-day notification period from the date received by the intended recipient.

iii. When mailing or emailing the application materials, applicants should include the following statement: "Please send responses to this notification directly to the USACE via email: [cenae-r-ma@usace.army.mil](mailto:cenae-r-ma@usace.army.mil) or address regular mail responses to: Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, Massachusetts 01742-2751." Email responses to the USACE are strongly preferred. The SHPO and BUAR will contact the USACE and cc the applicant(s) within 30 days of receiving the notification if their records indicate that historic properties are located in the project vicinity, and if additional review and/or surveys are recommended to ensure NHPA compliance. If the SHPO and/or BUAR do not respond within 30 days of receiving the notification, it is presumed that no known historic properties are present.

**b. Previously Unidentified Historic Properties:** The prospective applicant shall evaluate the project site and determine the sensitivity for the presence of historic properties if the project site has not been previously surveyed for cultural resources within the last 10 years. If the sensitivity is determined to be moderate to high, an intensive archaeological and/or architectural survey is required to investigate the potential presence of historic properties. The individual conducting this survey must meet the Secretary of the Interior's Standards for Professional Qualifications (48 FR 44738-44739) in the discipline relevant to a particular resource type. For example, archeologists should not document and evaluate buildings or structures and architectural historians should not document and evaluate archaeological sites. The identification and qualifications for those participating in any survey and evaluation of resources should be included with the survey results. The criteria listed below are indicators of low sensitivity for the presence of historic properties for consideration when determining if an archaeological or architectural survey is needed.

Low sensitivity indicators:

- Previous archaeological and/or architectural survey within the last 10 years with negative results.
- In a location created in modern times (i.e., built on fill placed within the last 45 years or within an area excavated within the last 45 years).
- USACE has reviewed the project description and determined that a survey is not warranted based on the proposed activity and its location.

State survey guidance and standards are provided in the September 1995 Historic Properties Survey Manual Guidelines for the Identification of Historical and Archaeological Resources in Massachusetts available. State survey guidance and standards for underwater surveys are provided

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<sup>18</sup> <https://www.sec.state.ma.us/mhc/mhcform/formidx.htm>

in the Board of Underwater Archaeological Resources' 2022 Policy Guidance on Archaeological Investigations and Related Survey Standards for the Discovery of Underwater Archaeological Resources. This guidance is available on the NAE Regulatory website: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit/>.

Please note, a negative result from MHC and/or BUAR does not necessarily mean no historic properties are present. Often proposed project sites have not been previously subject to a survey, so historic properties which may be present have not been previously recorded.

#### **4. Tribal Coordination**

Prospective applicants shall mail the Project Notification Form, project narrative, location (coordinates), plans with locus map, soil maps, and information on cultural resources to the Wampanoag Tribe of Gay Head (Aquinnah), Mashpee Wampanoag Tribe, Narragansett Indian Tribe, and/or Stockbridge-Munsee Community Band of Mohican Indians with interests in the project location. Preferred tribal contact information, including their respective areas of interest, can be found below. Applicants shall follow the same procedures as identified in Section 3(a)i-iii above when notifying Tribes of the proposed activity. Applicants shall provide the USACE with any responses received from the tribe(s) with their PCN application. If a tribe does not respond within 30 days of receiving the notification, the applicant shall provide USACE with all documentation of tribal outreach with their SV or PCN submission (e.g., emails, letters, phone call log, etc.). If the tribe indicates the presence of a previously unrecorded cultural resource, including a traditional cultural property (TCP) or traditional cultural landscape (TCL), a PCN is required.

#### **5. Effect Determination**

The project may have the potential to affect historic properties and/or tribal resources if 1) notification recipients respond within 30 calendar days of notification with concerns, 2) historic properties eligible for listing, or potentially eligible for listing in the NRHP, are present or 3) tribal resources are known to be present. The USACE may need to further review the project to confirm potential effects to historic properties and/or tribal resources. A PCN is required for any activity that may affect a historic property.

The USACE may determine the project will have 'no effect' on historic properties (i.e., no historic properties affected) when procedures outlined in Section 3 above are followed and no cultural resources are identified. Similarly, if historic properties are identified and will be completely avoided, the USACE may determine 'no effect.'

#### **6. Contact Information:**

##### ***Massachusetts Historical Commission***

The Massachusetts Archives Building  
220 Morrissey Boulevard  
Boston, Massachusetts 02125

No email. Applicants or their representatives must send project information via certified mail and submit the certified mail receipt to the USACE or send via regular mail and submit proof of delivery.

Area of concern: All of Massachusetts.



**Massachusetts Board of Underwater Archaeological Resources (BUAR)**

100 Cambridge Street, Suite 900  
Boston, Massachusetts 02114  
Email: [david.s.robinson@mass.gov](mailto:david.s.robinson@mass.gov)

Applicants or their representatives must send project information via email (**strongly preferred**) or regular mail and provide proof of receipt or proof of delivery.

Area of concern: All waterbodies in Massachusetts.

**Wampanoag Tribe of Gay Head (Aquinnah)**

Bettina Washington  
Tribal Historic Preservation Officer (THPO)  
20 Black Brook Road  
Aquinnah, Massachusetts 02535  
Email: [thpo@wampanoagtribe-nsn.gov](mailto:thpo@wampanoagtribe-nsn.gov)

Applicants or their representative must send project information via email (**preferred**) or regular mail and provide proof of receipt or proof of delivery.

Area of concern: All of Massachusetts.

**Mashpee Wampanoag Tribe**

ATTN: David Weeden  
Tribal Historic Preservation Officer (THPO)  
483 Great Neck Road South  
Mashpee, Massachusetts 02649  
Email: [106review@mwtribe-nsn.gov](mailto:106review@mwtribe-nsn.gov)  
Cc: [David.weeden@mwtribe-nsn.gov](mailto:David.weeden@mwtribe-nsn.gov)

Applicants or their representative must send project information via email (**preferred**) or regular mail and provide proof of receipt or proof of delivery.

Area of concern: All of Massachusetts.

**Narragansett Indian Tribe**

ATTN: John Brown  
Tribal Historic Preservation Officer (THPO)  
Narragansett Indian Longhouse  
4425 South County Trail  
Charlestown, Rhode Island 02813  
Email: [tashtesook@aol.com](mailto:tashtesook@aol.com)

Applicants or their representative must send project information via email (**preferred**) or regular mail and provide proof of receipt or proof of delivery.

Area of concern: Massachusetts east of the Connecticut River.

***Stockbridge-Munsee Community Band of Mohican Indians***

ATTN: Jeff Bendremer  
Tribal Historic Preservation Manager  
Stockbridge-Munsee Community  
Tribal Historic Preservation Extension office  
86 Spring Street  
Williamstown, Massachusetts 01267  
Email: [thpo@mohican-nsn.gov](mailto:thpo@mohican-nsn.gov)

Applicants or their representative must send project information via email (***preferred***) or regular mail and provide proof of receipt or proof of delivery.

Area of concern: West of the Connecticut River and Northfield, Montague, Miller's Falls, Turner's Falls, Sunderland, Amherst, Hadley, South Hadley, Chicopee, Springfield and Longmeadow.

## **APPENDIX B PRE-CONSTRUCTION NOTIFICATION**

## U.S. Army Corps of Engineers (USACE), New England District (NAE)

**PRE-CONSTRUCTION NOTIFICATION (PCN)****DATA REQUIRED BY THE PRIVACY ACT OF 1974**

<b>Authority</b>	Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332.
<b>Principal Purpose</b>	The information provided will be used in evaluating activities under Pre-Construction Notification procedures within New England.
<b>Routine Uses</b>	This information may be shared with other federal, state, and local government agencies during the application review process. Submission of requested information is voluntary. However, if information is not provided the PCN application cannot be fully evaluated nor can USACE render a permit decision.
<b>Disclosure</b>	
<b>Instructions</b>	The applicant must complete ALL required sections of this document before their submission to USACE. The PCN submission to USACE shall include one set of drawings which show the location and character of the proposed activity, statements that address each required field below, and documentation that supports each field (e.g., emails, letters, description/narrative, phone calls, surveys, reports, etc.). Electronic submissions to the following address are strongly preferred: <a href="mailto:cenae-r-ma@usace.army.mil">cenae-r-ma@usace.army.mil</a> . The email subject line shall contain the following: General Permit #, PCN, City/Town, and date submitted. An application that is not completed in full will be returned.

**(ITEMS 1 THRU 4 TO BE FILLED BY USACE)**

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
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**(ITEMS BELOW TO BE FILLED BY APPLICANT)**

5. APPLICANT'S NAME First - Middle - Last - Company - E-mail Address -	8. AUTHORIZED AGENT'S NAME AND TITLE ( <i>agent is not required</i> ) First - Middle - Last - Company - E-mail Address -
6. APPLICANT'S ADDRESS: Address- City - State - Zip - Country -	9. AGENT'S ADDRESS: Address- City - State - Zip - Country -
7. APPLICANT'S PHONE NOs. with AREA CODE a. Residence b. Business c. Fax d. Mobile	10. AGENT'S PHONE NOs. with AREA CODE a. Residence b. Business c. Fax d. Mobile

**STATEMENT OF AUTHORIZATION**

11. I hereby authorize, \_\_\_\_\_ to act on my behalf as my agent in the processing of this general permit PCN application and to furnish, upon request, supplemental information in support of this general permit PCN application.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

**NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY**

12. PROJECT NAME or TITLE (*see instructions*)

13. NAME OF WATERBODY, IF KNOWN (*if applicable*)

14. PROPOSED ACTIVITY STREET ADDRESS (*if applicable*)

15. LOCATION OF PROPOSED ACTIVITY (*see instructions*)

Latitude: °N Longitude: °W

City: State: Zip:

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (*see instructions*)

State Tax Parcel ID:

Municipality:

Section:

Township:

Range:

17. DIRECTIONS TO THE SITE.

18. IDENTIFY THE SPECIFIC GENERAL PERMIT(S) YOU PROPOSE TO USE:

19. DESCRIPTION OF PROPOSED GENERAL PERMIT ACTIVITY (*see instructions*)

20. DESCRIPTION OF PROPOSED MITIGATION MEASURES (*see instructions*)

21. PURPOSE OF GENERAL PERMIT ACTIVITY (*Describe the reason or purpose of the project, see instructions*)

22. Quantity of Wetlands, Streams, or Other Types of Waters Directly Affected by Proposed General Permit Activity (*see instructions*)

Area (square feet)	Length (linear feet)	Volume (cubic yards)	Duration	Purpose

**Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site.**

23. List any other GP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project on any related activity (*see instructions*)

24. If the proposed activity will result in the loss of aquatic resources that exceed those identified in the New England District Compensatory Mitigation Thresholds, explain how the compensatory mitigation requirement will be satisfied. (*see instructions*)

25. Is Any Portion of the General Permit Activity Already Complete? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, describe the completed work:			
26. List the name(s) of any species listed as endangered or threatened under the Endangered Species Act that might be affected by the proposed GP activity or utilize the designated critical habitat that might be affected by the proposed GP activity. ( <i>see instructions</i> )			
27. List any historic properties that have the potential to be affected by the proposed GP activity or include a vicinity map indicating the location of the historic property or properties. Attach relevant project information, along with any responses received from project notifications to this submittal. ( <i>see instructions</i> )			
28. For a proposed GP activity that will 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, identify the Wild and Scenic River or the "study river":			
29. If the proposed GP activity also requires permission from the USACE pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, have you submitted a written request for section 408 permission from the USACE district having jurisdiction over that project? <input type="checkbox"/> Yes <input type="checkbox"/> No  If "yes", please provide the date your request was submitted to the USACE District:			
30. Does the activity require a 401 Water Quality Certification (WQC)? If so, specify the type of 401 WQC that is required (general or individual). In cases where an individual 401 WQC is required, provide the date the 401 WQC certification request was submitted to the certifying authority and their contact information.			
31. If the terms of the GP(s) you want to use require additional information to be included in the PCN (i.e. sampling and analysis plan), please include that information in this space or provide it on an additional sheet of paper marked Block 30. ( <i>see instructions</i> )			
32. I certify that the information in this pre-construction notification is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.			
SIGNATURE OF APPLICANT		DATE	
SIGNATURE OF AGENT		DATE	

The Pre-Construction Notification must be signed by the person who desires to undertake the proposed activity (applicant) and, if the statement in block 11 has been filled out and signed, the authorized agent.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**Instructions for Preparing a  
Department of the Army  
General Permit (GP) Pre-Construction Notification (PCN)**

**Blocks 1 through 4.** To be completed by the U.S. Army Corps of Engineers.

**Block 5. Applicant' Name.** Enter the name and the e-mail address of the responsible party or parties. If the responsible party is an agency, company, corporation, or other organization, indicate the name of the organization and responsible officer and title. If more than one party is associated with the PCN, please attach a sheet of paper with the necessary information marked Block 5.

**Block 6. Address of Applicant.** Please provide the full address of the party or parties responsible for the PCN. If more space is needed, attach an extra sheet of paper marked Block 6.

**Block 7. Applicant Telephone Number(s).** Please provide the telephone number where you can usually be reached during normal business hours.

**Blocks 8 through 11.** To be completed, if you choose to have an agent.

**Block 8. Authorized Agent's Name and Title.** Indicate name of individual or agency, designated by you, to represent you in this process. An agent can be an attorney, builder, contractor, engineer, consultant, or any other person or organization. Note: An agent is not required.

**Blocks 9 and 10. Agent's Address and Telephone Number.** Please provide the complete mailing address of the agent, along with the telephone number where they can be reached during normal business hours.

**Block 11. Statement of Authorization.** To be completed by the applicant, if an agent is to be employed.

**Block 12. Proposed General Permit Activity Name or Title.** Please provide a name identifying the proposed GP activity, e.g., Windward Marina, Rolling Hills Subdivision, or Smith Commercial Center.

**Block 13. Name of Waterbody.** Please provide the name (if it has a name) of any stream, lake, marsh, or other waterway to be directly impacted by the GP activity. If it is a minor (no name) stream, identify the waterbody the minor stream enters.

**Block 14. Proposed Activity Street Address.** If the proposed GP activity is located at a site having a street address (not a box number), enter it in Block 14.

**Block 15. Location of Proposed Activity.** Enter the latitude and longitude of where the proposed GP activity is located. Indicate whether the project location provided is the center of the project or whether the project location is provided as the latitude and longitude for each of the "corners" of the project area requiring evaluation. If there are multiple sites, please list the latitude and longitude of each site (center or corners) on a separate sheet of paper and mark as Block 15.

**Block 16. Other Location Descriptions.** If available, provide the Tax Parcel Identification number of the site, Section, Township, and Range of the site (if known), and / or local Municipality where the site is located.

**Block 17. Directions to the Site.** Provide directions to the site from a known location or landmark. Include highway and street numbers as well as names. Also provide distances from known locations and any other information that would assist in locating the site. You may also provide a description of the location of the proposed GP activity, such as lot numbers, tract numbers, or you may choose to locate the proposed GP activity site from a known point (such as the right descending bank of Smith Creek, one mile downstream from the Highway 14 bridge). If a large river or stream, include the river mile of the proposed GP activity site if known. If there are multiple locations, please indicate directions to each location on a separate sheet of paper and mark as Block 17.

**Block 18. Identify the Specific General Permit(s) You Propose to Use.** List the number(s) of the General Permit(s) you want to use to authorize the proposed activity (e.g., GP 4).

**Block 19. Description of the Proposed General Permit Activity.** Describe the proposed GP activity, including the direct and indirect adverse environmental effects of the proposed activity. The description of the proposed activity should be sufficiently detailed for USACE to determine that the adverse environmental effects of the activity will be no more than minimal. Identify the materials to be used in construction, as well as the methods by which the work is to be done.

Provide drawings to show that the proposed GP activity complies with the terms of the applicable GP(s). Drawings should contain sufficient detail to provide an illustrative description of the proposed GP activity, but do not need to be detailed engineering plans. The written descriptions and illustrations are an important part of the application. Please describe, in detail, what you wish to do. If more space is needed, attach an extra sheet of paper marked Block 19.

**Block 20: Description of Proposed Mitigation Measures.** Describe any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed GP activity. The description of any proposed mitigation measures should be sufficiently detailed for USACE to determine how the measures would avoid and minimize adverse environmental effects. If adverse effects exceed the New England District compensatory mitigation thresholds, you must document how compensatory mitigation would be satisfied in Block 24.

**Block 21. Purpose of General Permit Activity.** Describe the purpose and need for the proposed GP activity. What will it be used for and why? Also include a brief description of any related activities associated with the proposed project. Provide the approximate dates you plan to begin and complete all work.

**Block 22. Quantity of Wetlands, Streams, or Other Types of Waters Directly Affected by the Proposed General Permit Activity.** For discharges of dredged or fill material into Waters of the U.S., provide the amount of wetlands, streams, or other types of waters filled, flooded, excavated, or drained by the proposed GP activity. For structures or work in Navigable Waters of the U.S. subject to Section 10 of the Rivers and Harbors Act of 1899, provide the amount of navigable waters filled, dredged, occupied by one or more structures (e.g., aids to navigation, mooring buoys) by the proposed GP activity. The area of impact includes the structures or fills with direct or indirect effects to waters of the U.S. The length of impact includes the length of a stream, including its banks, that are directly affected by the structures or fills. The duration of impact should be identified as temporary (xx days) or permanent. The impact purpose should briefly describe what structure or fill is responsible for the impact.

**Block 23. Identify Any Other General Permit(s), Regional General Permit(s), or Individual Permit(s) Used to Authorize Any Part of Proposed Activity or Any Related Activity.** List any other GP(s) or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. For linear projects, list other separate and distant crossings of waters and wetlands authorized by these GPs that do not require PCNs. If more space is needed, attach an extra sheet of paper marked Block 23.

**Block 24. Compensatory Mitigation Statement for Losses Greater Than the New England District Compensatory Mitigation Thresholds.** New England District requires compensatory mitigation at a minimum one for one replacement ratio or greater for all aquatic resource losses that require a PCN and exceed the New England District Compensatory Mitigation Thresholds, unless USACE determines in writing that either some other form of mitigation is more environmentally appropriate or the adverse environmental effects of the proposed GP activity are no more than minimal without compensatory mitigation, and provides an activity specific waiver of this requirement. Describe the proposed compensatory mitigation for wetland losses greater than the New England District Compensatory Mitigation Thresholds or provide an explanation of why USACE should not require wetland compensatory mitigation for the proposed GP activity. If more space is needed, attach an extra sheet of paper marked Block 24.

**Block 25. Is Any Portion of the General Permit Activity Already Complete?** Describe any work that has already been completed for the GP activity.

**Block 26. List the Name(s) of Any Species Listed As Endangered or Threatened under the Endangered Species Act that Might be Affected by the General Permit Activity.** If you are not a federal agency, and if any listed species or designated critical habitat might be affected or is in the vicinity of the proposed GP activity, or if the proposed GP activity is located in designated critical habitat, list the name(s) of those endangered or threatened species that might be affected by the proposed GP activity or utilize the designated critical habitat that might be affected by the proposed GP activity. If you are a Federal agency, and the proposed GP activity requires a PCN, you must provide documentation demonstrating compliance with Section 7 of the Endangered Species Act.

**Block 27. List Any Historic Properties that Have the Potential to be Affected by the General Permit Activity.** If you are not a federal agency, and if any historic properties have the potential to be affected by the proposed GP activity, list the name(s) of those historic properties that have the potential to be affected by the proposed GP activity. Provide all relevant documentation about these historic properties in the PCN submittal. If you are a Federal agency, and the proposed GP activity requires a PCN, you must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

**Block 28. List the Wild and Scenic River or Congressionally Designated Study River if the General Permit Activity Would Occur in such a River.** If the proposed GP activity will occur in a river in the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" under the Wild and Scenic Rivers Act, provide the name of the river. For a list of Wild and Scenic Rivers and study rivers, please visit <http://www.rivers.gov/>

**Block 29. General Permit Activities that also Require Permission from the USACE Under 33 U.S.C. 408.** If the proposed GP activity also requires permission from the USACE under 33 U.S.C. 408 because it will temporarily or permanently alter, occupy, or use a USACE federal authorized civil works project, indicate whether you have submitted a written request for section 408 permission from the USACE district having jurisdiction over that project.

**Block 30. 401 Water Quality Certification.** As described above, specify if the activity requires a 401 WQC from the certifying authority.

**Block 31. Other Information Required For General Permit Pre Construction Notifications.** The terms of some of the General Permits include additional information requirements for preconstruction notifications:

- \* Maintenance – information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals.
- \* Temporary Construction, Access, and Dewatering – a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions.
- \* Repair of Uplands Damaged by Discrete Events – documentation, such as a recent topographic survey or photographs, to justify the extent of the proposed restoration.
- \* Commercial Shellfish Aquaculture Activities – (1) a map showing the boundaries of the project area, with latitude and longitude coordinates for each corner of the project area; (2) the name(s) of the species that will be cultivated during the period this GP is in effect; (3) whether canopy predator nets will be used; (4) whether suspended cultivation techniques will be used; and (5) general water depths in the project area (a detailed survey is not required). Dredging – (1) a proposed sampling and analysis plan shall be provided to USACE for approval prior to its execution. Pre-application meetings are encouraged.
- \* Beach Nourishment – sediment grain size should be determined for the length of the beach where nourishment is proposed. The frequency and locations of sediment sampling shall be sufficient to identify the sediment composition of the beach profile. This data shall be consolidated to generate a sediment gradation curve for each sampled transect. Each sampled transect should also be identified on the project plans (drawings).

If more space is needed, attach an extra sheet of paper marked Box 31.



**Block 32. Signature of Applicant or Agent.** The PCN must be signed by the person proposing to undertake the GP activity, and if applicable, the authorized party (agent) that prepared the PCN. The signature of the person proposing to undertake the GP activity shall be an affirmation that the party submitting the PCN possesses the requisite property rights to undertake the GP activity (including compliance with special conditions, mitigation, etc.).

#### **DELINEATION OF WETLANDS, OTHER SPECIAL AQUATIC SITES, AND OTHER WATERS**

Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current wetland delineation manual and regional supplement published by the USACE. The permittee may ask the USACE to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the USACE does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. The 60-day PCN review period will not start until a delineation has been completed.

#### **DRAWINGS AND ILLUSTRATIONS**

##### **General Information.**

Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are identified as a Vicinity Map, a Plan View or a Typical Cross Section Map. Identify each illustration with a figure or attachment number. For linear projects (e.g. roads, subsurface utility lines, etc.) gradient drawings should also be included. Please submit one copy of all drawings on 8½ x 11 inch plain white paper (electronic submissions preferred). Use the fewest number of sheets necessary for your drawings or illustrations. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view, or cross section). While illustrations need not be professional (many small, private project illustrations are prepared by hand), they should be clear, accurate, and contain all necessary information.

#### **ADDITIONAL INFORMATION AND REQUIREMENTS**

For proposed GP activities that involve discharges into waters of the United States, water quality certification from the State, Tribe, or EPA must be obtained or waived. Some States, Tribes, or EPA have issued water quality certification for one or more GPs. Please check the New England District website to see if water quality certification has already been issued for the GP(s) you wish to use. For proposed GP activities in coastal states, state Coastal Zone Management Act consistency concurrence must be obtained, or a presumption of concurrence must occur. Some States have issued Coastal Zone Management Act consistency concurrences for one or more GPs. Please check the New England District website to see if Coastal Zone Management Act consistency concurrence has already been issued for the GP(s) you wish to use.

## **APPENDIX C SELF-VERIFICATION NOTIFICATION**

U.S. Army Corps of Engineers (USACE)  
**SELF-VERIFICATION NOTIFICATION (SVN)**

**DATA REQUIRED BY THE PRIVACY ACT OF 1974**

**Authority** Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332.

**Principal Purpose** This information will be used in evaluating activities under Self-Verification procedures within Massachusetts.

**Routine Uses** Routine uses will include: (1) Documenting compliance with the terms and conditions of the General Permit (GP) for activities that may require authorization pursuant to one or more of USACE's Regulatory authorities. (2) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes.

**Disclosure** Failure to fully comply and abide by the GP terms and conditions prior to commencing work and after completion project may result in formal enforcement action, up to and including monetary penalties and/or legal action, pursuant to 33 CFR Part 326.

**Instructions** The permittee must complete ALL required sections of this document before commencing USACE-regulated activities. A copy of this completed SVN must be kept on site during construction and be made available for review by USACE and other Federal, State, & Local regulatory authorities at any time. Within 30 days of initiating project construction, the permittee shall submit the completed SVN to USACE. The SVN shall be submitted to USACE as **ONE signed document** that includes project plans and documentation that supports each field (e.g., emails, letters, description, phone calls, surveys). Electronic submissions to the following address are strongly preferred: [cenae-r-ma-sv@usace.army.mil](mailto:cenae-r-ma-sv@usace.army.mil). The email subject line shall contain the following: GP #, SVN, City/Town, and date submitted.

**(ITEMS 1 THRU 3 TO BE FILLED BY USACE)**

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED
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**APPLICANT AND AGENT INFORMATION**

<b>4. APPLICANT'S NAME</b>  First -                      Middle -                      Last -  Company -  E-mail Address -	<b>7. AGENT'S ADDRESS:</b>  First -                      Middle -                      Last -  Company -  E-mail Address -
<b>5. APPLICANT'S ADDRESS:</b>  Address-  City -                      State -                      Zip -                      Country -	<b>8. AGENT'S ADDRESS:</b>  Address-  City -                      State -                      Zip -                      Country -
<b>6. APPLICANT'S PHONE NOs. w/AREA CODE</b>  a. Residence                      b. Business                      c. Fax	<b>9. AGENTS PHONE NOs. w/AREA CODE</b>  a. Residence                      b. Business                      c. Fax

**NAME, LOCATION, AND DESCRIPTION OF PROJECT SITE**

<b>10. PROJECT NAME OR TITLE</b>	
<b>11. FILE NUMBER(S) OF PREVIOUS USACE ACTIONS ON THE SITE (if applicable)</b>	<b>12. NAME OF WATERBODY</b>
<b>13. PROJECT COORDINATES (in decimal degrees)</b>  Latitude: °N                      Longitude: °W	<b>14. PROJECT STREET ADDRESS (if applicable)</b>  Address  City -                      State -                      Zip -

**ACTIVITY TYPE, PROJECT IMPACTS, AVOIDANCE & MINIMIZATION**

<b>15. GENERAL PERMIT ACTIVITIES (CHECK ALL THAT APPLY)</b>  <table style="width: 100%;"><tr><td>1 <input type="checkbox"/></td><td>6 <input type="checkbox"/></td><td>11 <input type="checkbox"/></td><td>16 <input type="checkbox"/></td><td>21 <input type="checkbox"/></td></tr><tr><td>2 <input type="checkbox"/></td><td>7 <input type="checkbox"/></td><td>12 <input type="checkbox"/></td><td>17 <input type="checkbox"/></td><td>22 <input type="checkbox"/></td></tr><tr><td>3 <input type="checkbox"/></td><td>8 <input type="checkbox"/></td><td>13 <input type="checkbox"/></td><td>18 <input type="checkbox"/></td><td>23 <input type="checkbox"/></td></tr><tr><td>4 <input type="checkbox"/></td><td>9 <input type="checkbox"/></td><td>14 <input type="checkbox"/></td><td>19 <input type="checkbox"/></td><td>24 <input type="checkbox"/></td></tr><tr><td>5 <input type="checkbox"/></td><td>10 <input type="checkbox"/></td><td>15 <input type="checkbox"/></td><td>20 <input type="checkbox"/></td><td>25 <input type="checkbox"/></td></tr></table>	1 <input type="checkbox"/>	6 <input type="checkbox"/>	11 <input type="checkbox"/>	16 <input type="checkbox"/>	21 <input type="checkbox"/>	2 <input type="checkbox"/>	7 <input type="checkbox"/>	12 <input type="checkbox"/>	17 <input type="checkbox"/>	22 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	13 <input type="checkbox"/>	18 <input type="checkbox"/>	23 <input type="checkbox"/>	4 <input type="checkbox"/>	9 <input type="checkbox"/>	14 <input type="checkbox"/>	19 <input type="checkbox"/>	24 <input type="checkbox"/>	5 <input type="checkbox"/>	10 <input type="checkbox"/>	15 <input type="checkbox"/>	20 <input type="checkbox"/>	25 <input type="checkbox"/>	<b>16. SUMMARY OF PROJECT IMPACTS (see instructions)</b> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 25%;">Area (square feet)</th><th style="width: 25%;">Length (linear feet)</th><th style="width: 25%;">Volume (cubic yards)</th><th style="width: 25%;">Duration</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>	Area (square feet)	Length (linear feet)	Volume (cubic yards)	Duration																				
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Area (square feet)	Length (linear feet)	Volume (cubic yards)	Duration																																															

17. PROJECT PLANS (BY CHECKING THE BOXES BELOW, YOU CERTIFY THESE ITEMS ARE COMPLETE) (*see instructions*)

- ☐ a. Plans shall at least contain the following: Vicinity Map, Plan View, and Typical Cross Section View of the proposed activity.
- ☐ b. All direct, indirect and secondary impacts from USACE regulated activities are shown on the project plans.
- ☐ c. The size of the impact area for each activity (acre, square feet, linear feet) are shown on the project plans.
- ☐ d. For discharges of fill material (§404), the volume of fill material is identified on the project plans.
- ☐ e. The duration of each impact, permanent or temporary (X days), is identified on the project plans.
- ☐ f. Do activities with permanent impacts result in the loss of waters? If so, this is identified on the project plans.
- ☐ g. All aquatic resources in the vicinity of the USACE regulated activities are delineated on the project plans.

18. AVOIDANCE & MINIMIZATION (BY CHECKING THE BOXES BELOW, YOU CERTIFY THESE CRITERIA ARE MET) (*see instructions*)

- ☐ a. The project has been designed to avoid and minimize impacts to aquatic resources.
- ☐ b. The footprint of activities in waters of the U.S. has been reduced to only what is necessary to achieve the overall project purpose.
- ☐ c. All practicable measures have been taken to avoid and minimize impacts to aquatic resources through construction techniques and site access (e.g., Best Management Practices, Time of Year Restrictions).
- ☐ d. All temporary impacts from USACE regulated activities will be restored upon completion of construction and the project area will be returned to pre-construction contours and conditions.

**COMPLIANCE WITH FEDERAL REGULATIONS & SUPPLEMENTAL INFORMATION**

19. DUE DILIGENCE (*see instructions*)

Complete the entries below to document compliance with the following Federal requirements. Construction may NOT begin if a PCN is/may be required, and you must contact USACE to determine permitting requirements. Documentation that demonstrates how the activity complies with each field below shall be submitted to the USACE as noted in the instructions block. See each General Condition (GC) in the GP for how to comply with each requirement.

- a. State Historic Preservation Officer      **Select Option**
- b. Massachusetts BUAR                      **Select Option**
- c. Tribal Historic Preservation Officers      **Select Option**
- d. Endangered Species Act - NOAA      **Select Option**
- e. Endangered Species Act - USFWS      **Select Option**
- f. Northern Long Eared Bat (ESA)      **Select Option**
- g. Essential Fish Habitat                      **Select Option**
- h. Wild & Scenic Rivers                      **Select Option**
- i. 401 Water Quality Certification 401      **Select Option**
- j. Section 408 Permission                      **Select Option**
- k. Coastal Zone                                  **Select Option**
- l. Construction Mats                              **Select Option**
- m. Time of Year Restrictions                      **Select Option**
- n. Vernal Pools                                      **Select Option**
- o. Sediment & Erosion Controls                      **Select Option**
- p. Stream/Wetland Crossings                      **Select Option**

401 WQC/OOC File Number:

OOC issued:

401 issued:

20. AQUACULTURE ACTIVITIES - GP 18 (*see instructions*)

- ☐ a. If required, an Aquaculture Certification from the Massachusetts Division of Marine Fisheries was obtained prior to commencing work.
- ☐ b. Coordination with the U.S. Coast Guard pursuant to Private Aids to Navigation has occurred prior to commencing work.
- ☐ c. If required, a MEPA Certificate was obtained from the Massachusetts Environmental Protection Agency prior to commencing work. **Select Option**
- ☐ d. The prospective permittee contacted local authorities (e.g. harbormaster, select board, shellfish constable) for authorization of their facility prior to commencing work.

21. ADDITIONAL INFORMATION/ATTACHMENTS (*see instructions*)

- ☐ a. The project plans are enclosed in this SVN submittal (see block 17).
- ☐ b. The activity **Select Option** funded through the Bipartisan Infrastructure Bill (also known as the Infrastructure Investment and Jobs Act).
- ☐ c. All required state, local and federal approvals were acquired prior to starting construction in USACE jurisdiction.
- ☐ d. After construction of the activity is completed, a complete Certificate of Compliance will be submitted to USACE.

22. IS THERE ANOTHER LEAD FEDERAL AGENCY:

☐ YES ☐ NO

23. STATEMENT OF AUTHORIZATION *(see instructions)*

I certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF AGENT	DATE
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24. SIGNATURES *(see instructions)*

I hereby certify that the information in this Self-Verification Notification is complete and accurate. As the applicant or their duly authorized agent, I certify the activity was completed in accordance with the terms and conditions of the GP. This includes all applicable terms, general conditions, and activity-specific GP criteria. I agree to allow the duly authorized representatives of the Corps of Engineers Regulatory Program and other regulatory or advisory agencies to enter upon the premises of the project site at reasonable times to evaluate inspect and photograph site conditions. This consent to enter the property is superior to, takes precedence over, and waives any communication to the contrary. For example, if the property is posted as "no trespassing" this consent specifically supersedes and waives that prohibition and grants permission to enter the property despite such posting.

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF AGENT	DATE
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18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**Instructions for Preparing a  
Department of the Army  
General Permit (GP) Self-Verification**

**Blocks 1 through 3.** To be completed by the Corps of Engineers.

**Block 4. Applicant' Name.** Enter the name and the e-mail address of the responsible party or parties. If the responsible party is an agency, company, corporation, or other organization, indicate the name of the organization and responsible officer and title. If more than one party is associated with the self-verification, please attach a sheet of paper with the necessary information marked Block 4.

**Block 5. Address of Applicant.** Please provide the full address of the party or parties responsible for the self-verification. If more space is needed, attach an extra sheet of paper marked Block 5.

**Block 6. Applicant Telephone Number(s).** Please provide the telephone number where you can usually be reached during normal business hours.

**Blocks 7 through 9.** To be completed, if you choose to have an agent.

**Block 7. Authorized Agent's Name and Title.** Indicate name of individual or agency, designated by you, to represent you in this process. An agent can be an attorney, builder, contractor, engineer, consultant, or any other person or organization. Note: An agent is not required.

**Blocks 8 and 9. Agent's Address and Telephone Number.** Please provide the complete mailing address of the agent, along with the telephone number where they can be reached during normal business hours.

**Block 10. Proposed General Permit Activity Name or Title.** Please provide a name identifying the proposed GP activity, e.g., Windward Marina, Rolling Hills Subdivision, or Smith Commercial Center.

**Block 11. File Number(s) of Previous USACE Actions on the Site** Please provide any known USACE file number. If the activity does not have a known USACE file number, you may state N/A.

**Block 12. Name of Waterbody.** Please provide the name (if it has a name) of any stream, lake, marsh, or other waterway to be directly impacted by the GP activity. If it is a minor (no name) stream, identify the waterbody the minor stream enters.

**Block 13. Proposed Activity Coordinates.** Please enter the latitude and longitude of where the proposed GP activity is located. Indicate whether the project location provided is the center of the project or whether the project location is provided as the latitude and longitude for each of the "corners" of the project area. If there are multiple sites, please list the latitude and longitude of each site (center or corners) on a separate sheet of paper and mark as Block 13.

**Block 14. Proposed Activity Street Address.** If the proposed activity is located at a site having a street address (not a box number), enter it in Block 14.

**Block 15. General Permit Activity Type.** Please select all GP activity types that apply to the proposed activity. A list of GP activity types can be found in Section III of the GP.

**Block 16. Summary of Project Impacts.** Please provide ALL proposed impacts, both temporary and permanent in duration, that are located in Waters of the United States. The area of impact shall be provided in square feet (SF). When applicable, impacts that result in conversion of stream bank or shoreline must also be identified in linear feet (LF). Dredging or the discharge of dredged or fill material shall also include the volume, cubic yards (CY), of material removed from or placed into Waters of the U.S. If more entries are required, please attach a table matching the desired format in Block 16.

**Block 17. Project Plans.** Please verify that items a-g are included in the project plans. Three types of illustrations are necessary to properly depict the proposed work. These illustrations or drawings are identified as a Vicinity Map, a Plan View (Aerial view) and a Cross Section Map. For linear projects (e.g. roads, subsurface utility lines, etc.) gradient drawings (longitudinal profile) should also be included. Plans must accurately depict the existing conditions and all aspects of the proposed activity located in waters of the U.S. Please submit one copy of all drawings formatted to print on 8½ x 11 inch or 11 x 17 inch plain white paper. Use the fewest number of sheets necessary for your drawings or illustrations. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view, or cross section). While illustrations need not be certified engineering sheets; they should be clear, accurate, contain all necessary information, and depict all proposed work. Each submission must also include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current wetland delineation manual and regional supplement published by USACE.

**Block 18. Avoidance & Minimization.** Please verify that items a-d have been implemented for the proposed activity.

**Block 19. Due Diligence.** Please complete all the fields and submit documentation to USACE to demonstrate compliance with the above requirements. This Documentation may include emails, letters, meeting notes, phone call log, project narrative, project plans, a species list from the NOAA Section 7 Mapper, a completed copy of the IPAC determination keys, etc. Documentation should be limited to what is necessary to demonstrate how the proposed activity meets each requirement. Refer to the MA GP, Appendix A, for specific guidance on the identification of previously identified historic properties and previously unidentified historic properties. Endangered Species: \*The applicant must be designated as the non-federal representative for the purposes of Section 7 consultation to select the Rangewide D-Key options. Otherwise, the applicant shall select the following option when IPAC indicates the NLEB is present: "The activity IS located within the NLEB Species Range (PCN Required)."

**Block 20. Aquaculture Activities.** Please verify that items a-d have been obtained or completed prior to commencing work in waters of the U.S.

**Block 21. Additional Information/Attachments.** Please verify that items a-d have been completed prior to commencing work in waters of the U.S.

**Block 22. Lead Federal Agency.** Please identify if there is another lead federal agency involved with the proposed activity. Enter the lead federal agency name (e.g., the Federal Emergency Management Agency, FEMA) and the agency's designated person of contact for the activity.

**Block 23. Statement of Authorization.** The applicant shall sign this section for all activities. If an agent is to be employed, the agent shall sign this section.

**Block 24. Signatures.** The SVN must be signed by the person proposing to undertake the GP activity, and if applicable, the authorized party (agent) that prepared the SVN. The signature of the person proposing to undertake the GP activity shall be an affirmation that the party submitting the SVN possesses the requisite property rights to undertake the GP activity.



## **APPENDIX D: PCN APPLICATION CHECKLIST**

The following information shall be submitted for all PCNs for USACE to properly evaluate your application. Some applications may require more information and this checklist is offered as a tool to assist applicants with submitting a complete application.

### **SECTION 1: GENERAL APPLICATION INFORMATION**

1. ☐ Complete the Pre-Construction Notification document (Appendix B).
2. ☐ Specify which local/state/federal authorizations are required for the project and if any have been obtained or applied for at the time of USACE application submittal.
3. ☐ Identify all funding sources the project will receive or has received to date. Provide any relevant information in the application submission.
4. ☐ Is this part of a larger project that is being implemented in phases? If so, describe the project schedule and how each phase will be implemented.
5. ☐ Describe the existing conditions on the site and the general land use in the vicinity of the project at the time application submittal.
6. ☐ Provide any historic information available that you may have of project area, e.g., existing USACE permit numbers, the names under which the permits were obtained if the permit numbers are unknown, construction dates and proof of prior existence (aerials, photos, town hall records, affidavits, state or local permits, etc.) to verify that the project predates regulation and is “vested”.<sup>19</sup>
7. ☐ The anticipated start and end dates for construction.

### **SECTION 2: WETLAND DELINEATION**

8. ☐ Data used to support aquatic resource boundary determinations (delineation forms, delineation map(s) that show the locations of each aquatic resource in the project area, aerial and ground photographs, LIDAR imagery, national wetland inventory maps, soil maps, national hydrography dataset maps, floodplain maps, historical imagery, etc.).
9. ☐ Photographs of the wetland(s) and/or waterway(s) where impacts are proposed. Photos at low tide are preferred for work in tidal waters.
10. ☐ Indicate the relationship of the project area to waters of the U.S., i.e., adjacent wetlands, tidal influence or hydraulic connectivity through culverts, or other conveyances, etc.
11. ☐ At minimum the delineation map/figure should include the following:
  - a. Contour lines showing topography.
  - b. North arrow.
  - c. Bar and text scale.
  - d. Legend.
  - e. Drawn project boundary.
  - f. High tide line, mean high water, mean low water, ordinary high water mark, and/or wetland boundaries.
  - g. Captions with a unique name for each aquatic resource and the area or length of the aquatic resource within the project area.

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<sup>19</sup> Vested is exempt (someone or something) from a new law or regulation.

- h. Appropriate landmarks and features (e.g., culverts, special aquatic sites, etc.).
- i. Points showing the paired upland and wetland delineation locations for tidal and non-tidal wetlands only.

### **SECTION 3: AVOIDANCE & MINIMIZATION**

- 12. ☐ Describe specific measures taken to avoid impacts to aquatic resources or describe why aquatic resources could not be avoided while achieving the project purpose and need.
- 13. ☐ For impacts to aquatic resources that could not be avoided, describe specific considerations/ measures taken to minimize the area of proposed impacts to aquatic resources in designing the project.
- 14. ☐ Describe specific measures taken to avoid and minimize the proposed direct, indirect, and secondary impacts to aquatic resources and their functions through construction techniques and timing.
- 15. ☐ If applicable, provide a restoration plan that describes how all temporary fills and structures will be removed and the area restored to pre-impact conditions (see GC 22).
- 16. ☐ If applicable, provide an Invasive Species Control Plan (see GC 29). For sample control plans, see [www.nae.usace.army.mil/missions/regulatory/invasive-species](http://www.nae.usace.army.mil/missions/regulatory/invasive-species).
- 17. ☐ If applicable, describe how the proposed wetland/waterbody crossing is compliant with GC 31, Stream Work and Crossings, and Wetland Crossings.

### **SECTION 4A: PROJECT IMPACTS**

- 18. ☐ Describe the overall project and the activities located in Waters of the U.S. (WOTUS) that you are seeking authorization for.
- 19. ☐ Identify the following for project impacts in WOTUS:
  - a. ☐ Direct, indirect, secondary impacts<sup>20</sup> within WOTUS.
  - b. ☐ The size of each impact (square feet or acres, or linear feet).
  - c. ☐ For discharges of fill material (§404), specify the volume of fill material to be discharged (cubic yards).
  - d. ☐ The impact duration from each activity, permanent or temporary (X days).

### **SECTION 4B: PROJECT PLANS**

- 20. ☐ Submit project plans that depict all impacts in WOTUS. On the project plans, applicants shall provide:

#### General Information

- a. ☐ Plan view and typical cross-section view sheets that show the existing and proposed conditions. These illustrations should each be identified with a figure number, date of the map, the project title, the name of the applicant and the type of illustration (vicinity map, plan view, or cross section).
- b. ☐ Drawings, sketches, or plans that are legible, reproducible (color is encouraged, but features must be distinguishable in black and white), drawn to scale, and no larger than 11"x17" and 10 MB when submitted in digital format. Numeric and graphic/bar scales must agree, and plan details must be measurable using a standard engineer's scale on printed plans. Reduced plans are not acceptable.
- c. ☐ The north arrow and remove miscellaneous non-wetland or water project related features such as conduits, utility poles, guardrails, etc.

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<sup>20</sup> See definitions section for the definitions of direct, indirect, secondary impacts.



- d. ☐ Clearly draw the overall limits of work, staging areas, disposal sites, access routes, and any permittee responsible mitigation sites. These areas may include both aquatic resources and upland areas.
- e. ☐ Names or numbers of all roads in the site's vicinity and ownership and numbers of abutting parcels.
- f. ☐ Datum in plan and elevation views. The horizontal datum shall be in the NAD 83 Massachusetts State Plane Coordinate System (INSERT) in U.S. survey feet. The vertical data in coastal projects shall be referenced to either MLLW or the North American Vertical Datum of 1988 (NAVD 88). Both the distance and depth units shall be U.S. survey feet and specified on the project plans.

#### **Aquatic Resources & Project Impacts**

- g. ☐ Delineation of all aquatic resource types on site including salt marsh; other special aquatic sites (vegetated shallows, mudflats, riffles and pools, coral reefs, and sanctuaries and refuges); other waters, such as lakes, ponds, vernal pools, natural rocky habitat (tidal only), and perennial, intermittent, and ephemeral streams.
- h. ☐ Identify the substrate type (cobble/gravel, organic detritus, sand/shell, silt, mud) and the approximate percentage of each substrate type on site. Grain sizes shall be based on Wentworth grain size classification scale for granules, pebbles, cobbles, and boulders. Sediment samples with a content of 10% or more of pebble-gravel-cobble and/or boulder in the top layer (6-12 inches) should be delineated and material with epifauna/macroalgae should be differentiated from bare pebble-gravel-cobble and boulder.
- i. ☐ The direction of ebb and flood in tidal waters and direction of flow in non-tidal waters.
- j. ☐ In tidal waters, the project boundary distance from special aquatic sites identified in 20g above if within 25 feet from that resource.
- k. ☐ USACE jurisdictional boundaries including ordinary high-water mark (OHWM), high tide line (HTL), mean high water (MHW). Other boundaries include mean low water (MLW), mean lower low water (MLLW), as applicable.
  - Non-tidal: OHWM and/or wetland boundaries.
  - Tidal (structures/work only): MHW, MLW.
  - Tidal (Fill and Structures/work): HTL, MHW, MLW.
  - Tidal (Dredging/Beach Nourishment): HTL, MHW, MLW, MLLW.
- l. ☐ Identification of each aquatic resource with a unique name (ex. Wetland 1, Wetland 2, Tributary 1, Beaver Brook, Atlantic Ocean) and the size of each aquatic resource within the project area (square feet or acres).
- m. ☐ Impacts to each aquatic resource with captions denoting the size of each impact (square feet, acres, or linear feet) and the duration of the impact (ex. Permanent, Temporary (X days)).

#### **SECTION 4C: PROJECT PLANS - SPECIFIC PROJECT INFORMATION**

- 21. ☐ For projects involving Navigation, Structures, Dredging, and/or Beach Nourishment, the applicant shall also address the following:

##### **Navigation**

- a. ☐ Identify the locations of adjacent Federal navigation project (FNP) and/or state/local navigation projects on the project plans.
- b. ☐ Specify the distance between the FNP and proposed project boundary, the authorized depths of the FNP, and state plane coordinates of seaward end(s) of project structures near an FNP.

### Structures

- a. ☐ Identification of the piling type (steel, timber, concrete) and diameter to be removed and/or installed.
- b. ☐ Specify the minimal height of the structures' frame over saltmarsh. To meet the SV threshold, piers must be  $\leq 4$  feet in width and this minimal height must achieve a 1.5:1 ratio (i.e., a 4-foot-wide pier is 6 feet above a saltmarsh).
- c. ☐ For floats, the methods of securing them (piles, bottom anchors) and for keeping them off substrate (skids, stops) at low water. To meet the SV threshold, a minimum depth of 18-inches of water should be maintained below a floating dock/structure at lower tide levels.

### Dredging

- a. ☐ The area (SF, acre) and volume (CY) of material to be dredged waterward of MHW for each dredge location.
- b. ☐ Dredge boundaries.
- c. ☐ Bathymetry for existing, proposed, and historical (include dates and USACE permits) dredge depths.
- d. ☐ The likely final angle of repose of the side cuts based on the physical characterization of the material to be dredged and based upon the high/ medium/low, wave or current energy of the location.
- e. ☐ Label area whether the dredging is new, maintenance, improvement, or a combination.
- f. ☐ Location of the disposal site (include location sheet). NOTE: For projects proposing open water, nearshore disposal, or beach nourishment, contact USACE as early as possible for sampling and testing protocols. Sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing may be required. Sampling/testing of sediments without such contact should not occur and if done, will be at the applicant's risk.
- g. ☐ The methods and areas used to retain or prevent dredged material from running back into the wetland or waterway. Provide the capacity of the storage area and points of runback, including the overflow route, into the aquatic system.
- h. ☐ For open-water disposal, explain why inland or beneficial reuse sites are not practicable.
- i. ☐ Show the finished top elevation of the disposal site.

### Beach Nourishment

- a. ☐ For beach nourishment, identify the disposal footprint, existing and proposed nourishment profiles (multiple profiles are appropriate if the site is more than 150 feet long or non-contiguous), total fill area (SF) and volume (CY), fill area and volume waterward of the HTL, and delineation of dunes, banks, existing beach vegetation, and contours.
- b. ☐ For beach nourishment identify the substrate type (fine sand, sand, cobble, boulder) and/or grain-size of existing material.

## **SECTION 5: STRUCTURES**

- 22. ☐ For projects with the removal of existing pilings identify the number, type (steel, timber, concrete) and diameter of pilings to be removed and the methodology for removal (cut off at mud line, pulling, vibratory, etc.).
- 23. ☐ For projects with the installation of new pilings identify the number, type (steel, timber, concrete) and diameter of pilings to be installed and the methodology for installation (vibratory hammer, impact hammer etc.).
- 24. ☐ Identify any existing structures and moorings in waters adjacent to the proposed activity, their dimensions, and the distance to the limits and coordinates of any proposed mooring field or reconfiguration zone. For reconfiguration zone and mooring fields, provide the coordinates for all

corners based on the Massachusetts State Plane Coordinate System. Specify the maximum number of slips and/or moorings within proposed reconfiguration zones or anchorage areas.

- 25. ☐ The dimensions of the structure or work and extent of encroachment waterward of MHW and from affixed point on the shoreline or upland.
- 26. ☐ Shoreline of adjacent properties and property boundary offset for structures. In narrow waterbodies, the distance to opposite shoreline, waterway width, and structures across from proposed work.
- 27. ☐ For new commercial boating facilities, anchorage areas or reconfiguration zones, provide a description of the type of vessels that would use the facility, and any plans for sewage pump-out facilities, fueling facilities and contingency plans for oil spills.
- 28. ☐ See Sections 4A-C above.

## **SECTION 6: AQUACULTURE**

- 29. ☐ Identify the coordinates for lease area corners and gear configuration area on the project plans.
- 30. ☐ Identify the proposed aquaculture gear type (buoys, floats, racks, trays, nets, lines, tubes, cages, containers, and other structures). Provide the impacts for each aquaculture gear type (see Section 4A 19a-d).
- 31. ☐ For a GP 18 to be valid, applicants must have (a) their MA DMF Aquaculture Certification letter for licensed shellfish aquaculture sites, (b) documentation that the applicant has coordinated with the U.S. Coast Guard regarding USCG Private Aids to Navigation standards, (c) their MEPA Certificate (if required), and (d) documentation that the applicant has contacted their local authorities (ex. harbormaster, select board, shellfish constable) for authorization of their facility.
- 32. Provide information on site the operation, maintenance, and access. Will the site be accessed via boat, kayak, etc.? Will cages be removed in the winter? How often will gear be checked on? Is there an operations plan for the proposed aquaculture area?
- 33. ☐ See Sections 4A-C above.

## **SECTION 7: DREDGING**

- 34. ☐ Sampling plan requests for new, improvement or maintenance dredging must submit completed [Dredged Material Evaluation checklist found at Dredged Material Evaluation Checklist, Sampling and Analysis Plan Requirements from Applicant \(army.mil\)](#) and identify the method of handling/transporting the dredged material.
- 35. ☐ Identify grain-size of material to be dredged (e.g., silty sand) and provide any existing sediment grain size and bulk sediment chemistry data from the proposed project or nearby projects. Include information on any recent spills of oil and/or other hazardous materials and/or nearby outfalls. Document the information source, e.g., EPA database, the harbormaster or fire chief. If there are none, state "none".
- 36. ☐ See Section 4A, 4B and 4C, Dredging 21(a-i) above.

## **SECTION 8: WETLAND/WATERBODY CROSSINGS**

- 37. ☐ For the stream crossing, identify the crossing methodology on the project plan (e.g., dam and pump, dry, wet, etc.). Submit a waterway crossing sequencing plan with the application.
- 38. ☐ If the project includes a permanent crossing of a tidal waterway, your project design should be modified to match the velocity, depth, cross-sectional area, and substrate of the existing waterbody adjacent to the crossing and provide documentation (hydraulic analysis including low lying property analysis) that the size of the crossing will not restrict tidal flow over the full natural tide range and will not adversely affect abutting infrastructure.

39. ☐ If the work includes a permanent crossing of a non-tidal stream, your project design should be modified to match the culvert gradient of the existing stream channel profile, provide clearance for  $\geq 1.2$  times bank full width and conveyance should be embedded  $\geq 1$ -2 feet for box culverts and pipe arches or  $\geq 1$ -2 feet and at least 25 percent for rounded pipes/culverts in accordance with the Massachusetts Stream Crossing Standards. Provide the basis for any variation to this requirement.
40. ☐ If the work includes a permanent crossing of a non-tidal stream, the structure should be designed to include a natural bottom substrate within the conveyance that matches the characteristics of the substrate in the natural stream channel and the character of the banks (mobility, slope, stability, confinement, grain and rock size). The conveyance should be designed with a minimum openness ratio  $\geq 0.82$ -feet (0.25-meters). For how to calculate openness ratio and stream simulation ecological approach for road and stream crossings, see <https://www.nae.usace.army.mil/Missions/Regulatory/Stream-and-River-Continuity/>.

## **SECTION 9: COMPENSATORY MITIGATION**

41. ☐ Does the project require Compensatory Mitigation<sup>21</sup> for impacts to Waters of the U.S.? (See Section V in the 2023 Massachusetts General Permit)
42. ☐ If the project requires mitigation, does the selected compensatory mitigation option (i.e., In-Lieu Fee, permittee-responsible mitigation) deviate from the order of the options presented in §332.3(b)(2)-(6)? If so, please explain why. <https://www.ecfr.gov/current/title-33/chapter-II/part-332/section-332.3>
43. ☐ For any compensatory mitigation that involves preservation, the applicant must use a site protection instrument to preserve the parcel in perpetuity. (Conservation Easement, Deed Restriction, etc.) <https://www.mass.gov/service-details/conservation-restriction-review-program>.

## **SECTION 10: HISTORIC PROPERTIES & NOTIFICATIONS TO SHPO, THPOs, BUAR**

44. ☐ Notify the SHPO, Massachusetts Historical Commission, of the Project via Certified Mail and include proof of delivery or receipt in the application package (See Appendix A).
45. ☐ As applicable, notify the THPOs, Narragansett Indian Tribe, Wampanoag Tribe of Gay Head (Aquinnah), and Mashpee Wampanoag Tribe, of the Project via email OR mail and include proof of delivery or receipt in the application package (See Appendix A).
46. ☐ As applicable, notify the BUAR via email (*strongly preferred*) OR mail and include proof of delivery or receipt in the application package (See Appendix A).
47. ☐ Include responses to this notification in the permit application.
48. ☐ As applicable, information on historic properties (Tribal and Archaeological) within the project area should be provided in the permit application.

## **SECTION 11: ENDANGERED SPECIES & ESSENTIAL FISH HABITAT**

49. ☐ Provide a USFWS Information for Planning and Consultation (IPaC) Official Species List from <https://ecos.fws.gov/ipac> and the email of the individual who generated the list (see GC 10 of the 2023 Massachusetts General Permit for more information).
50. ☐ Provide a species list from the NMFS Section 7 Endangered Species Act mapper at <https://noaa.maps.arcgis.com/apps/webappviewer/index.html>.
51. ☐ Provide a species list from the NMFS Essential Fish Habitat Mapper at [https://www.habitat.noaa.gov/apps/efhmapper/?page=page\\_3](https://www.habitat.noaa.gov/apps/efhmapper/?page=page_3).

<sup>21</sup> Your mitigation proposal must be consistent with the December 29, 2020 Compensatory Mitigation Standard Operating Procedures at <https://www.nae.usace.army.mil/Portals/74/docs/regulatory/Mitigation/Compensatory-Mitigation-SOP-2020.pdf> and 2008 Mitigation Rule.

52. ☐ If the project will generate turbidity, describe the extent of turbidity and if erosion controls will be used to contain turbidity. If turbidity controls are not operationally feasible, explain the basis for your conclusion and identify any other measures that you will implement to minimize resuspension of sediment.
53. ☐ Identify the substrate type and any aquatic resources that will be affected by the proposed action. (SAV, salt marsh, sand, silt/clay, rocky/hard bottom)
54. ☐ For projects which will include the installation of pilings/sheet-piles, identify the substrate at the project site (sand, cobble, silt/mud/clay), the installation method (vibratory hammer, impact hammer, combination) and indicate whether the following “soft start” procedures at beginning of the workday and after a 30-minute period of rest will be deployed:
  - a. ☐ Vibratory Pile Installation: pile driving will 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 will be repeated two additional times, followed immediately by pile-driving at full rate and energy.
  - b. ☐ Impact Pile Installation: pile driving will 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.
55. ☐ If the project involves dredging, describe any dredge history, number of dredge events to be covered by the permit, erosion/sediment controls, dredge type, intake structures (mesh screen size), dredged material disposal site.
56. ☐ For project activities associated with structures, identify the number, type (drill barge, work boat, tugboat, etc.), and size of any temporary vessels that will be used. Specify measures that will be implemented to ensure vessels are not berthed in shallow water or will “ground out” at low tide.
57. ☐ For aquaculture projects identify whether any component of the gear is seasonal (will be removed annually) or will be in place year-round. If gear will be present year-round and will be variably managed (e.g., floating in summer, bottom in winter) identify month/date for such configurations.
58. ☐ For aquaculture projects identify whether the project will involve use of an existing vessel or new vessel. Identify the length for all work vessels and identify the distance round trip from vessel berthing location and aquaculture area.
59. ☐ For project activities associated with docking structures (either commercial, industrial, or recreational) identify the number, type (motorized/non-motorized, jet-ski, sailboat, kayak, canoe, other that will be berthed there and the sizes of each.
60. ☐ Information required for Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act:
  - a. Results of an eelgrass survey completed per the INSERT.
  - b. Essential Fish Habitat Assessment to determine project-related impacts to essential fish habitat, using guidance developed by the National Marine Fisheries Service.
61. ☐ A document containing the following information (requirements of 50 CFR §600.920(e)(3)):
  - a. Description of proposed action.
  - b. Analysis of potential adverse effects on essential fish habitat.
  - c. Conclusions regarding the effects of the action on essential fish habitat.
  - d. If applicable, proposed mitigation.
  - e. Analysis of alternatives to the proposed action.
  - f. Other:

## Appendix C

### Prevailing 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>	Department of Public Works	<b>City/Town:</b> SALISBURY
<b>Contract Number:</b>	2025DPW101	
<b>Description of Work:</b>	Rehabilitation of the Gerrish Rd Bridge including remove and reset clapper stones and abutment stones, masonry repairs, underwater grout installation, stone wall reconstruction, roadway resurfacing, guardrail.	
<b>Job Location:</b>	Gerrish Rd, Salisbury, MA	

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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 Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	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 Unemployment	Total Rate
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

## Construction

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

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

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

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

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

## Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: CARPENTER</b>							
<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
<hr/>							
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>							
<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>							
<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
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**Construction**

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

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

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

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

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

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

Construction

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

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$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 Unemployment	Total 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 Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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 Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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 Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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
<b>Apprentice: ELEVATOR CONSTRUCTOR</b> <b>Effective Date: 1/1/2022</b>							
	<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment Total Rate</b>
	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 ELEVATOR CONSTRUCTORS LOCAL 4 ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2022	\$45.93	\$16.03	\$10.71	\$9.50	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	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)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	5/1/2025	\$53.22	\$15.30	\$13.15	\$3.25	\$0.00	\$84.92
	11/1/2025	\$54.51	\$15.30	\$13.15	\$3.25	\$0.00	\$86.21
	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 OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	5/1/2025	\$54.82	\$15.30	\$13.15	\$3.25	\$0.00	\$86.52
	11/1/2025	\$56.12	\$15.30	\$13.15	\$3.25	\$0.00	\$87.82
	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 OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	5/1/2025	\$26.22	\$15.30	\$13.15	\$3.25	\$0.00	\$57.92
	11/1/2025	\$26.98	\$15.30	\$13.15	\$3.25	\$0.00	\$58.68
	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 ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	3/1/2025	\$64.26	\$13.00	\$14.31	\$8.72	\$0.00	\$100.29
	9/1/2025	\$66.17	\$13.00	\$14.37	\$8.72	\$0.00	\$102.26
	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 Unemployment	Total Rate
<b>Apprentice: FLOORCOVERER</b> <b>Effective Date: 9/1/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
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
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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"							
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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"							
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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)							
<b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b> <b>Effective Date: 1/1/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
1	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
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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 Unemployment	Total Rate
<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b>							
<b>Effective Date: 6/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.08	\$0.00	\$0.00	\$0.00	\$0.00	\$32.08
2	60.00	\$35.00	\$15.55	\$13.25	\$3.25	\$0.00	\$67.05
3	65.00	\$37.91	\$15.55	\$13.25	\$3.25	\$0.00	\$69.96
4	70.00	\$40.83	\$15.55	\$13.25	\$3.25	\$0.00	\$72.88
5	75.00	\$43.75	\$15.55	\$13.25	\$3.25	\$0.00	\$75.80
6	80.00	\$46.66	\$15.55	\$13.25	\$3.25	\$0.00	\$78.71
7	85.00	\$49.58	\$15.55	\$13.25	\$3.25	\$0.00	\$81.63
8	90.00	\$52.50	\$15.55	\$13.25	\$3.25	\$0.00	\$84.55

<b>Apprentice: HOISTING ENGINEER/CRANES/GRADALLS</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$15.55	\$13.25	\$3.25	\$0.00	\$67.92
3	65.00	\$38.86	\$15.55	\$13.25	\$3.25	\$0.00	\$70.91
4	70.00	\$41.85	\$15.55	\$13.25	\$3.25	\$0.00	\$73.90
5	75.00	\$44.84	\$15.55	\$13.25	\$3.25	\$0.00	\$76.89
6	80.00	\$47.82	\$15.55	\$13.25	\$3.25	\$0.00	\$79.87
7	85.00	\$50.81	\$15.55	\$13.25	\$3.25	\$0.00	\$82.86
8	90.00	\$53.80	\$15.55	\$13.25	\$3.25	\$0.00	\$85.85

HVAC (DUCTWORK)	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	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"							
HYDRAULIC DRILLS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2024	\$56.92	\$14.75	\$9.52	\$10.09	\$0.00	\$91.28
HEAT & FROST INSULATORS LOCAL 6	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	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	3/16/2024	\$49.56	\$8.35	\$12.70	\$14.00	\$0.00	\$84.61
IRONWORKERS LOCAL 7							

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> <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> <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> <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 Unemployment	Total Rate
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	6/2/2025	\$40.43	\$9.90	\$9.25	\$9.17	\$0.00	\$68.75
LABORERS - ZONE 2	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 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"

LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	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 LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS - ZONE 2	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 LABORERS	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS - ZONE 2	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> <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> <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> <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> <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> <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 Unemployment	Total 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, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

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

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2025	\$46.02	\$9.95	\$11.85	\$12.10	\$0.00	\$79.92
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.01	\$9.95	\$0.00	\$0.00	\$0.00	\$32.96
2	55.00	\$25.31	\$9.95	\$0.00	\$6.66	\$0.00	\$41.92
3	60.00	\$27.61	\$9.95	\$0.00	\$7.26	\$0.00	\$44.82
4	65.00	\$29.91	\$9.95	\$0.00	\$7.87	\$0.00	\$47.73
5	70.00	\$32.21	\$9.95	\$11.85	\$8.47	\$0.00	\$62.48
6	75.00	\$34.52	\$9.95	\$11.85	\$9.08	\$0.00	\$65.40
7	80.00	\$36.82	\$9.95	\$11.85	\$9.68	\$0.00	\$68.30
8	90.00	\$41.42	\$9.95	\$11.85	\$10.89	\$0.00	\$74.11

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

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

PANEL & PICKUP TRUCKS DRIVER	6/1/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$0.00	\$76.52
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$0.00	\$78.13
	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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 Unemployment	Total 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 Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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 Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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 Unemployment	Total 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 Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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 Unemployment	Total 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 Unemployment	Total Rate
<b>Apprentice: SHEETMETAL WORKER</b> <b>Effective Date: 8/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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> <b>Effective Date: 3/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total 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 Unemployment	Total Rate
<b>Apprentice: TELECOMMUNICATION TECHNICIAN</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
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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
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<b>Apprentice: TERRAZZO FINISHERS</b>							
<b>Effective Date: 2/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.37	\$11.49	\$15.57	\$8.02	\$0.00	\$67.45
2	60.00	\$38.84	\$11.49	\$15.57	\$8.02	\$0.00	\$73.92
3	70.00	\$45.32	\$11.49	\$15.57	\$8.02	\$0.00	\$80.40
4	80.00	\$51.79	\$11.49	\$15.57	\$8.02	\$0.00	\$86.87
5	90.00	\$58.27	\$11.49	\$15.57	\$8.02	\$0.00	\$93.35
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<b>Apprentice: TERRAZZO FINISHERS</b>							
<b>Effective Date: 8/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28
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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"							
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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 Unemployment</b>	<b>Total 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 Unemployment	Total 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.